



*Cobb County...Expect the Best!*

**INVITATION TO BID**

**SEALED BID # 10-5453  
HYDE FARM WELCOME CENTER  
BUILDING MODIFICATION AND NEW CONSTRUCTION  
COBB COUNTY PARKS RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

**BID OPENING DATE: DECEMBER 10, 2009**

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 1 COPY OF BID  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

**N.I.G.P. COMMODITY CODE: 91200**

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.**



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

**BID/PROJECT NUMBER: 10-5453**  
**HYDE FARM WELCOME CENTER**  
**BUILDING MODIFICATIONS AND NEW CONSTRUCTION**  
**COBB COUNTY PARKS RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

**DELIVERY DEADLINE: DECEMBER 10, 2009 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

BID OPENING DATE: DECEMBER 10, 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 10-5453; 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 60 DAYS 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:

NOVEMBER 13, 20, 27, 2009  
DECEMBER 4, 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 # 10-5453 DATE:** December 10, 2009

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

**DESCRIPTION:** Hyde Farm Welcome Center  
Building Modification and New Construction

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



*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

**"STATEMENT OF NO BID"  
SEALED BID NUMBER 10-5453  
HYDE FARM WELCOME CENTER  
BUILDING MODIFICATION AND NEW CONSTRUCTION**

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 PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

**SEALED BID #10-5453**

**BID DOCUMENTS**

**HYDE FARM WELCOME CENTER  
BUILDING MODIFICATION AND NEW CONSTRUCTION**

**721 Hyde Road, Marietta, GA 30068**

**OWNER:**

**COBB COUNTY BOARD OF COMMISSIONERS  
COBB COUNTY, GEORGIA**

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ADVERTISEMENT FOR BIDS  
COBB COUNTY PURCHASING DEPARTMENT

**BID OPENING DATE: DECEMBER 10, 2009**

Sealed bids from qualified contractors will be receive **before 12:00 NOON, December 10, 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 # 10 –5453  
HYDE FARM WELCOME CENTER  
BUILDING MODIFICATION AND NEW CONSTRUCTION  
COBB COUNTY PARKS RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

**PRE-BID/PROPOSAL MEETING: NOVEMBER 24, 2009 @ 10:00 A.M. (EST)**  
HYDE FARM WELCOME CENTER  
721 HYDE ROAD  
MARIETTA, GEORGIA 30068

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

A complete set of bid documents for 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)

A complete set of construction plans may be obtained from the offices of the Cobb County Parks, Recreation, and Cultural Affairs Department located at 1792 County Services Parkway, Marietta, Georgia 30008.

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

All contractors wishing to submit bids for this work must submit a qualification statement form (in bid 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-VII" 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 sixty (60) 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 bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.**

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@cobbcountry.org](mailto:purchasing@cobbcountry.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: NOVEMBER 13, 20, 27, 2009  
DECEMBER 4, 2009

**INVITATION TO BID  
COBB COUNTY SELAD BID # 10-5453  
HYDE FARM WELCOME CENTER  
BUILDING MODIFICATION AND NEW CONSTRUCTION**

**SPECIFICATIONS**

Page 1 of 2

Cobb County is soliciting bids to modify and add to an existing residential building, such that the modified building will serve as a public Welcome Center, per the technical specifications provided in the General Scope of Work.

The modification and addition shall include all work to be performed including any additional construction work that would be required to make the work whole and complete. This work shall include meeting all current code requirements and any work that must be done to meet current standards. All work by others should be included in the contractor's bid, no work will be provided by the Owner.

Work shall be scheduled between the hours from 8 am until 5 pm Monday through Friday and/or on weekends to complete the project on time.

Substantial completion of all units shall be achieved within forty five (45) calendar days from the date the Owner's Notice to Proceed is issued. Final Completion shall be achieved within fifteen (15) calendar days from the date substantial completion is achieved.

Every effort shall be made to contain dust and debris to the immediate construction area.

**General Scope of Work**

1. Clear and grade limited area in front of existing building to accommodate ADA access from paved bus access roadway via concrete, paver, and decking walkways to existing and new building
2. Install concrete landing area and sidewalk following ADA guidelines to new patio area
3. Install new patio, per plans, using pervious pavers and substrate which will allow positive drainage. Retaining walls will be required.
4. Install two in-ground mounted picnic tables as specified at patio
5. Install free standing (e.g. no structural connection to existing building) deck walkway system around existing building, providing access to new restroom, to deck in rear, and to staff and ADA parking area at north end of existing building. Decking and certain structural materials will be recycled content composite TREX or similar.
6. Install doorway and door from walkway to existing house as specified. Remove closet walls and doors in Reception room. Patch and refinish existing wood floors by sanding, sealing, and coating with minimum 2 coats of high quality polyurethane.
7. Construct new restroom building in location shown on plans, matching and integrating the new roof line with the existing building roofline.
8. Make all plumbing connections to existing stubbed out water supply and sewer piping.

## **SPECIFICATIONS**

Page 2 of 2

9. Demolish existing wooden deck at rear of building, and replace with new larger deck, tied into walkway system. Demolish existing closet construction on wooden deck, and repair exterior wall to match existing walls, exterior and interior. Decking material will be recycled content composite TREX or similar.
10. Install additional HVAC units as specified. Upgrade electrical supply as specified to accommodate new loads.
11. Modify interior HVAC supplies and returns as specified.
12. Modify existing walls, floors and doorways between entryway and Multipurpose Room A
13. Modify floor elevation, threshold, and doorway combining Multipurpose Room A and Multipurpose Room B, and making a level transition from interior rooms to outside deck. Changes to porch roofline will be required. Wall and ceiling insulation and new insulated glass windows and doors will be required.
14. Remove existing carpet in Multipurpose Room A and hallway. Patch and refinish existing wood floors by sanding, sealing, and coating with minimum 2 coats of high quality polyurethane.
15. Clean up work area and remove all tools and waste.

All work will be inspected by the Owner's Representative. The contractor will be required to notify the Owner's Representative of any additional work prior to performance. No additional work shall be performed without prior approval by the Owner's Representative.

Owner's Representative will review all work for approval.

Owner's Representative and Project Manager is Tom Bills, 770-528-8807, [tom.bills@cobbcounty.org](mailto:tom.bills@cobbcounty.org).

## GENERAL CONDITIONS

Page 1 of 3

### **ALL WORK OF THESE CONTRACT DOCUMENTS SHALL BE PERFORMED IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.**

#### 1. Insurance Requirements:

Contractors 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 Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

#### A. MINIMUM LIMITS OF INSURANCE

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.

4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

#### B. 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 and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### C. OTHER INSURANCE PROVISIONS

##### 1. General Liability and Automobile Coverage.

The Owner, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; Premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

## GENERAL CONDITIONS

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- a. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers
  - b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees and volunteers, Any insurance or self-insurance maintained by the Owner, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees, or volunteers.
  - d. The Contractor'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.
2. 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 the work performed by the Contractor for the Owner.
3. 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 the Owner and a provision showing Cobb County, Georgia as an additional insured.

### D. ACCEPTABILITY

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

### E. VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. Their 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 certificates and endorsements must be received and 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.

### F. SUBCONTRACTORS AND CONSULTANTS

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

## GENERAL CONDITIONS

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### 2. Misc. Project Requirements:

- a. Materials and system types may designate specified manufacturers and models. Substitution will be allowed if demonstrated by vendor to be equal or superior. All materials incorporated into the work shall be new unless otherwise specified herein or approved in special circumstances by Owner or Architect.
- b. Cobb County Commissioners are required to make certain decisions that may come up during the course of the job. Depending on the timing, this could take several weeks before an available scheduled commission meeting.
- c. The Contractor 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 Contractor's cost and shall not be construed to mean that the cost of such items will be paid by Cobb County. Contractor is completely responsible for any and all costs related to or levied as a result of this project. This also includes but is not limited to costs such as electrical power, gas, heat, light, water, sewer, telephone, temporary and permanent meters, and fees of all types, etc.
- d. During the construction of the project, Contractor shall address construction concerns and questions to the Cobb County Parks, recreation and Cultural Affairs Department and shall not take direction from other persons or departments that may visit the site from time to time. The Contractor may be required to totally complete the project to a move-in condition. This may include but is not limited to additional plan information, associated work not indicated, required exit sign and fire extinguishing/detection
- e. Contractor is responsible for all equipment, engineering stamps, protection of existing materials & equipment, securing and paying for all permits, fees, certificates of occupancy, etc.
- f. All costs related to the preparation, submittal, etc., of this bid by the bidder are the responsibility of the bidder, and will not be assumed in full or in part by the Owner. The Owner makes no representation or guarantee by the issuance of this request for bids that this project will be funded and/or performed.
- g. Should the Contractor fail to substantially complete the work under this contract per the specified schedule, he shall pay Owner liquidated damages \$250.00 per calendar day for each consecutive calendar day until project is complete; which sum is agreed upon as a reasonable and proper measure of damages which owner will sustain per diem by failure of Contractor to complete work within time as stipulated; it being recognized by Owner and Contractor that the injury to Owner which could result from a failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor. Contractor shall not be entitled to any compensation should he finish early.
- h. The Contractor will complete all work within sixty (60) calendar days from Owner's "Notice to Proceed".

SAMPLE CONTRACT

OWNER: COBB COUNTY BOARD OF COMMISSIONERS ("Owner")  
COBB COUNTY, GEORGIA  
c/o Parks, Recreation and Cultural Affairs Department (PRCA)  
1792 County Services Parkway  
Marietta, Georgia 30008-4026

CONTRACTOR:

WORK: Hyde Farm Welcome Center – Modification and New Construction ("Work")  
(General caption only)

PROJECT: Hyde Farm Welcome Center – Modification and New Construction ("Project")

ARCHITECT-ENGINEER: ("Architect")

CONTRACT PRICE: ("Price")

MONTHLY BILLING DATE: To be received at the ("Monthly Billing Date")  
Cobb County PRCA office by the 25th of each month.

RETAINED PERCENTAGE: 10% ("Retained Percentage")

CHANGE ORDER COMBINED OVERHEAD AND PROFIT: ("Profit Percentage")  
Combined Fifteen (15%) Percent

PAYMENT AND PERFORMANCE BONDS: Required XX Not Required     

The above terms are incorporated by reference and are more fully explained below.

Cobb County Board of Commissioners Owner, and Contractor, with offices at the addresses shown above, agrees for themselves, their successors, and assigns as follows:

1. WORK: Contractor shall perform and furnish all labor, supervision, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage and all other things necessary to prosecute and complete the work identified and described in, or which can be reasonably inferred from, Schedule A attached hereto (the "Work"). Contractor shall perform the Work in a good and workmanlike manner strictly in accordance with the Contract Documents, consisting of the plans, specifications (including, but not limited to, general, special, and supplemental conditions), addenda, and other documents identified in Schedule B attached hereto, and all subsequently and duly issued modifications thereto.

Contractor represents and agrees that it has carefully examined and understands the Contract Documents relevant to the Work; has adequately investigated the nature and conditions of the project site and locality; has familiarized itself with conditions affecting the difficulty of the Work and the condition of any equipment to be

maintained and/or repaired; and has entered into this Contract based on its own examination, investigation and evaluation. Contractor is not in reliance upon any opinions or representations of Owner.

2. **PRICE:** Owner shall pay to Contractor for the satisfactory performance and completion of the Work and performance of all the duties, obligations and responsibilities of Contractor under this Contract, the sum set forth herein as the Price, subject only to additions and deductions as expressly provided in this Contract. To the extent that the Work is to be performed on a unit price basis, the Price shall be computed in accordance with the unit prices set forth in Schedule C, based on actual quantities determined in accordance with the Contract Documents and this Contract. The Price and all unit prices shown in Schedule C shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Contract Documents, including, but not limited to, the costs of labor, supervision, services, materials, equipment, replacement parts/equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes, and all overhead and profit.

3. **PROGRESS PAYMENTS:** Within ten (10) days after the date of transmission of this Contract to Contractor, Contractor shall submit to Owner for Owner's approval a detailed schedule showing a proper cost breakdown (with a proper share of associated overhead and profit) of the Price according to the various line items or parts, of the Work, for use only as a basis for verifying Contractor's applications for payment.

The Contractor shall submit an Application for Payment on the 25th of each month. The Contractor will provide, with the Payment Application, a line item breakdown of all previous costs to date plus the amount for application. The Owner will make payments to the Contractor within a reasonable period of time after receipt of the Payment Application equal to the value of the Completed Work and Stored Work as of the corresponding Monthly Billing Date, to the extent approved by Owner and 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 reasonably satisfactory to the Owner's authorized Contract Representative, the Owner shall withhold no more retainage. If, after discontinuing the retention, the Owner's authorized Contract Representative determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.), (c) all charges or back charges for services, materials, equipment, or other items furnished or otherwise chargeable to Contractor, and (d) withheld payments if the Owner determines there is unsatisfactory job progress, defective work, disputed work, actual or potential third party claims. Alternatively, any failure to make timely payments for labor or materials, damage to other entities connected with the project or reasonable evidence that the contract cannot be completed for the balance of the contract price. Payments that are not unreasonably delayed will bear no interest penalties.

The terms of this paragraph and the entire Contract Documents are intended to supersede all provisions of the Prompt Pay Act, O.C.G.A. 13-11-1 through 13-11-11.

Owner reserves the right to advance the date of any payment (including final payment) due or to become due under this Contract if, in its sole judgment, it becomes desirable to do so. The Owner shall not thereby incur any obligation to do so in the future or waive his right to strict compliance with the Contract terms.

Contractor shall not be entitled to any payment until this Contract has been properly executed and all documents and information to be furnished by Contractor have been supplied to Owner. If Owner has a dispute over a portion of the invoices, the undisputed portion will be paid.

4. **FINAL RETAINAGE PAYMENT:** At substantial completion of the Work and as the Owner's authorized Contract Representative 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 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 Contractor or its suppliers or subcontractors and (d) delivery of a general release, in a form satisfactory to Owner, executed by Contractor running to and in favor of Owner, and such other parties as Owner may require; pay the retainage to the Contractor. 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 authorized Contract Representative shall be withheld until such item or items are completed to the Owner's satisfaction.

5. PAYMENT CONDITIONS: Contractor will receive the payments made by Owner and Contractor 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 and shall comply with all laws applicable thereto.

Contractor shall, as often as requested by Owner, furnish such information, evidence and substantiation as Owner may require with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Contractor in connection with the Work and all payments made by Contractor on account thereof. Contractor shall also furnish, as required by Owner in its sole discretion, such partial or final lien waivers or releases, as Owner deems necessary to ensure that Contractor has paid all persons furnishing any labor, material, or services in furtherance of any Work furnished hereunder. If required by 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 Owner exercise its discretionary option to require such releases and waivers. Moreover, no prior failure of Owner to require such releases and waivers shall limit Owner's right to require them subsequently.

Owner reserves the right to withhold, as a reserve and without limiting its other rights and remedies, an amount sufficient: (a) to defend, satisfy and discharge any asserted claim that Contractor (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 Owner for any back charges incurred as a result of any act or omission by Contractor hereunder;

(d) to protect Owner from the possible consequences of any other breach or default by Contractor hereunder; or (e) to secure Owner with respect to any breach or default by Contractor 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.

6. TIME: Time is of the essence. Therefore, Contractor shall: (a) submit, with its proposed schedule, information showing the time required to prepare and approve shop drawings, to fabricate and deliver materials and equipment, and to install the Work; (b) order (for manufacture or purchase and delivery) all materials required for performance of the Work as soon as possible in order to avoid delays caused by strikes, transportation or unavailability; (c) furnish Owner within thirty (30) days a list of major materials and equipment required for the Work, showing the name, address and telephone number of the supplier and the date on which such material and equipment is expected to be delivered to the Project site; (d) furnish Owner, upon issuance, a copy of each major purchase order and subcontract (with price information deleted); (e) cause a qualified home office supervisory representative (while Contractor has forces at the Project site and for two weeks prior thereto) to attend weekly progress meetings; and (f) notify Owner immediately by telephone and confirm in writing within ninety-six (96) hours. If the Contractor finds that, any item cannot be delivered as required to maintain Owner's progress schedule. Contractor also agrees to be bound by such modifications to the Project schedule as are discussed at the weekly job progress meetings and are contained in the minutes of

those meetings unless written objection is made by Contractor within seventy-two (72) hours of the occurrence of such meeting.

7. EXTENSIONS OF TIME: Should Contractor, without any fault or neglect on its own part, be delayed in the completion of the Work by the fault or neglect of Owner, Contractor, as its sole remedy, shall be entitled to a reasonable extension of time only. Should Contractor, without any fault or neglect on its own part, be delayed in the completion of the Work by an act of God or such other cause beyond the control of the Contractor, Contractor shall be entitled to a reasonable extension of time to be determined in accordance with this Contract and the Contract Documents. In no event shall Contractor be entitled to compensation or damages for any delay in the commencement, prosecution, or completion of the Work or for any schedule adjustments resulting therefrom.

Notwithstanding anything, to the contrary in the Contract Documents or this Contract, Contractor shall not be entitled to an extension of time unless a written notice of delay shall have been delivered to Owner within ninety-six (96) hours after commencement of the claimed delay.

8. CHANGE ORDERS: Without notice to any surety and without invalidating this Contract, Owner may from time to time, solicit an offer by written order to Contractor to make changes in the Work under the Contract Documents.

Upon request of Owner, and in a timely manner, Contractor shall submit a written offer and proposal for any applicable Price and time adjustment attributable to the changed Work, detailed as Owner may require, supported, and conforming to the requirements of the Contract Documents.

Where a change is issued pursuant to a change required by the Owner, the Price shall be adjusted by the net amount of any direct savings and direct cost plus Profit Percentage, attributable to the Change Order, and the time for performance of the Work may be adjusted according to the Contract Documents, subject, however, in each case to the following limitations: (a) where the Work affected by Change Order is the subject of unit prices under Exhibit C, the Price adjustment shall be limited to the amounts obtained by applying such unit prices to the actual increase or decrease in the quantity of units due to the change, and (b) the amount allowable for all overhead and profit shall be limited to the product obtained by multiplying the Profit Percentage by the net amount of the Contractor's direct savings and direct cost.

As used in this contract, Contractor's direct savings and direct cost shall mean and be limited to the actual amount of the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; bond premiums if and to the extent actually increased; and actual rent not greater than the rent charged in the locale, or reasonable value of Contractor-owned equipment and machinery.

If the parties are able to agree upon the amount of the Price adjustment and the extent of any time adjustment, such adjustment shall be set forth and memorialized in a Change Order, which shall be accepted by Contractor. If the parties are unable to agree upon such adjustments, Owner may elect to issue the Change Order to Contractor directing such work to be performed by Contractor, and any adjustments to Price or time shall be subject to ultimate determination in accordance with this contract; and Contractor shall, nonetheless, proceed immediately with the changed Work. Contractor 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 Owner's request. Failure to keep adequate and separate cost records of the changed Work, and to furnish same to Owner upon its request, shall constitute an acceptance on Contractor's part of the Owner's determination of the direct savings and direct cost of such changed Work. In no event shall Contractor proceed with changed Work without a Change Order issued pursuant to this paragraph 8 and 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.

9. NOTICES: All Written notices provided for in this contract or in the Contract Documents shall be deemed given if delivered personally to a responsible representative of the party, sent by telegram, fax with fax acknowledgment, or by regular mail to the party at its address specified herein. Either party may from time to time, by notice to the other as herein provided, designate a different address to which notices to it should be sent.

10. BONDS: If so indicated on page 1 hereof, Contractor shall furnish, within ten (10) days of date of transmission of this contract to Contractor, which is included in the Price, a performance bond and a payment bond, each in an amount equal to the Price, on standard AIA A311 forms and Contractor agrees to notify its surety or sureties of increases in the Price and to take such action as is required to have the penal amount of the bonds furnished pursuant to this paragraph increased correspondingly.

11. INSURANCE: Contractors 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 Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's bid

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.

4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

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

C. OTHER INSURANCE PROVISIONS

1. General Liability and Automobile Coverages

- a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; Premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees, or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers, Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- d. The Contractor'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.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, employees, and volunteers for losses arising from the work performed by the Contractor for the County.

3. All coverages

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 the County.

D. ACCEPTABILITY

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to County.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting 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 certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

12. INDEMNITY: To the full extent permitted by law, Contractor agrees to defend, indemnify and save harmless Owner, and their agents, servants and employees, from and against any claim, cost, expense, or

liability (including legal fees, including but not limited to attorney's fees), attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by Contractor, its subcontractors and suppliers, or their agents, servants, or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder,

to the extent allowed by law; provided. However, Contractor's duty hereunder shall not arise if such injury, sickness, disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. Contractor's obligation hereunder shall not be limited by the provisions of any worker's compensation or similar act. Contractor hereby agrees that One Hundred Dollars and No/Cents (\$100.00) of the Price constitutes the separate consideration for Contractor's indemnity hereunder. Such amount shall be deemed paid out of the first application for payment paid hereunder.

Should any person or entity assert a claim or institute a suit, action, or proceeding against Owner involving the manner or sufficiency of the performance of the Work, Contractor shall upon request of Owner promptly assume the defense of such claim, suit, action or proceeding, at Contractor's expense, and Contractor shall indemnify and save harmless Owner as well as anyone to be defended, indemnified and held harmless by Owner and its or their agents, servants, and employees, from and against any liability, loss, damage, or expense arising out of or related to such claim, suit, action, or proceeding.

13. **ASSIGNMENT:** Contractor shall not assign this contract or any monies due or to become due hereunder without the prior written consent of Owner. No assignment by Contractor of any right hereunder shall be effective and any such attempt shall be null and void. No third party shall have any right to enforce any right of Contractor under this contract. If Owner gives written consent to an assignment of this contract, in whole or in part, Contractor shall not be relieved of its duties and obligations hereunder and shall be and remain fully responsible and liable for the acts and omissions of its assignees. Nothing herein shall prevent Contractor from engaging subcontractors to perform a portion of the Work hereunder. However, Contractor shall be and remain as fully responsible for all persons directly or indirectly employed by such subcontractors, as Contractor is for its own acts and omissions and those of its agents, servants, and employees. Additionally, nothing herein shall prevent any guarantor or surety of Contractor from enforcing any right hereunder after acknowledgment of its obligation as guarantor or surety. Any attempted enforcement of such rights in the absence of an express acknowledgment shall constitute an admission by any guarantor or surety of its obligations under its agreement of guarantee or suretyship.

14. **COMPLIANCE:** Contractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations, and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity. Contractor shall promptly correct any violations of such statutes, ordinances, rules, regulations and orders committed by Contractor, its agents, servants and employees; and Contractor shall receive and respond to, and shall defend, indemnify and save harmless Owner, as well as anyone to whom Owner is obligated, and their agents, servants and employees from and against any loss, liability, or expense arising from, any such violations and any citations, assessments, fines, or penalties resulting therefrom.

15. **SAFETY:** Contractor agrees that the prevention of accidents to persons engaged upon or in the vicinity of the Work is its responsibility. Contractor shall establish and implement safety measures, policies, and standards conforming to those required or recommended by governmental or quasi-governmental authorities having jurisdiction.

16. **CLEANING UP:** Contractor shall, at its own expense: (a) keep the premises at all times free from waste materials, packaging and other debris accumulated in connection with the Work by collecting and

removing such debris from the job site on a daily or other basis requested by Owner; (b) at the completion of the Work in each area, sweep and otherwise make the Work in its immediate vicinity "broom-clean;" (c) remove all of its tools, equipment, scaffolds, temporary structures and surplus materials as directed by Owner at the completion of the Work; and (d) at final inspection clean and prepare the Work for acceptance by Owner. Contractor agrees to provide all cleaning and cleanup required under the Contract Documents pertaining to the Work to the extent such requirements are in excess of those contained in this paragraph.

17. TEMPORARY FACILITIES: All temporary site facilities, such as storage, sheds, water, heat, light, power, toilets, hoists, elevators, scaffolding, cold weather protection, ventilating, pumps, watchman service, etc., required in performing the Work shall be furnished by Contractor. The contractor shall at all time keep all equipment, vehicles, construction materials, etc. clear of the drive area associated with the travel of emergency vehicles.

18. QUALITY: Contractor shall at all times provide first-quality, new materials (unless otherwise specified in the Contract Documents) and workmanship conforming to the Contract requirements. Contractor shall at all times provide proper facilities and an opportunity for the inspection of the Work by Architect and Owner and their representatives. Contractor shall, within forty-eight (48) hours after receiving written notice from Owner, proceed to take down and remove all portions of the Work which Owner shall have condemned as unsound, improper, or in any way failing to conform to the Contract Documents or this Contract and shall replace the same with proper and satisfactory Work and make good all work damaged or destroyed thereby. Owner's failure to discover or notify Contractor of defective or nonconforming Work at the time the Work, or any portion thereof, is performed or completed shall not relieve Contractor of full responsibility for replacement of the defective or nonconforming Work and all damages resulting therefrom.

19. GUARANTEES: Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one year from the date of acceptance of the Project by the Architect and Owner or within such longer period as may be provided in the Contract Documents. Contractor warrants that all materials furnished hereunder meet the requirements of the Contract Documents and impliedly warrants that they are both merchantable and fit for the purposes for which they are to be used under the Contract Documents.

20. SUBMITTALS: Contractor shall immediately prepare or obtain and promptly submit to Owner shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports and engineering calculations, all as may be required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. Approval of drawings or other submittals by Owner or Architect shall not relieve Contractor of its obligation to perform the Work in strict accordance with the Contract Documents or its responsibility for proper matching of the Work to contiguous work.

21. LIENS: Contractor shall defend, indemnify and save harmless Owner from any lien or claim of lien filed or maintained by any laborer, materialman, subcontractor, or other person or entity directly or indirectly acting for, through, or under Contractor, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to Contractor. Without limiting the foregoing, Contractor shall cause any such lien or claim of lien to be satisfied, removed, or discharged by bond, payment, or otherwise within such time as provided under the Contract Documents or ten (10) days from the date of receipt by the Owner, whichever is shorter.

22. PATENTS: Contractor shall defend, indemnify and save harmless Owner, from and against any claim, cost, expense, or liability (including attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent rights attributable to the Work.

23. LABOR: Contractor agrees that where its Work is stopped, delayed, or interfered with by strikes, slow-downs, or similar interruptions or disturbances (including cases where the Contractor's employees are engaged in a work-stoppage solely as a result of a labor dispute involving Owner or others and not in any manner involving Contractor,) Owner shall have the rights and remedies provided for herein. Contractor shall maintain and exercise control over all employees engaged in the performance of the Work, and Contractor shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly prosecution of the Work. Contractor shall take all necessary steps to restrain and enjoin any illegal picketing, demonstrating, violence, or similar activity against the Contractor at the Project.

24. DAMAGE: Owner shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other personal property owned, rented, or used by Contractor, or anyone employed by or through Contractor, in the performance of the Work; and Contractor shall maintain such insurance and take such protective action as Contractor deems desirable with respect to such property. Owner shall not be liable or responsible for any loss or damage to the Work and Contractor shall be responsible for the correction or restoration of any such loss or damage to the Work, or to the work of Owner or any other contractor, resulting from the operations of Contractor, or its subcontractors, agents, servants, or employees hereunder. Contractor shall take all reasonable precautions to protect the Work from loss or damage prior to acceptance by Owner.

25. DEFAULT: Should Contractor at any time: (a) fail to supply the labor, materials, equipment, supervision and other things required of it in sufficient quantities and of required quality to perform the Work with the skill, conformity, promptness and diligence required hereunder; (b) cause interference, stoppage, or delay to the Project or any activity necessary to complete the Project; (c) become insolvent; or (d) fail in the performance or observance of any of the covenants, conditions, or other terms of this Contract, then in any such event, each of which shall constitute a default hereunder by Contractor, Owner shall, after giving Contractor notice of default and seventy-two (72) hours within which to cure, have the right to exercise any one or more of the following remedies:

(i) require that Contractor utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;

(ii) attempt to remedy the default by whatever means Owner may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing, or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) from any monies due or to become due to Contractor hereunder;

(iii) after giving Contractor an additional seventy-two (72) hours notice (at any time following the expiration of the initial seventy-two (72) hour notice and curative period), terminate the Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and by itself or through others take possession of the Work, and all materials, equipment, facilities, plant, tools, scaffolds and appliances of Contractor related to the Work, for purposes of completing the Work and securing to Owner the payment of its costs (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) and other damages under the Contract and for the breach thereof, it being intended that Owner shall, for the stated purposes, be the assignee of and have a security interest in the property described above to the extent located on the Project site; or

(iv) call upon the surety, if applicable, to perform in accordance with the performance bond.

(v) recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), and all reasonable attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default.

After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by Owner, Owner shall promptly pay Contractor any undisbursed balance of the Price, if any. If the cost of completion of the Work plus the allowance for administrative burden, together with any other damages or losses sustained or incurred by Owner, shall exceed the undisbursed balance of the Price, Contractor and its guarantors, surety, or sureties shall pay the difference within fifteen (15) days of written demand from Owner.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter existing at law or in equity. Contractor's guarantors, surety, or sureties agree to be bound to Owner with respect to such remedies notwithstanding any provision of the bonds as described herein.

Except as limited by this Contract, Contractor shall have the rights and remedies available at law or in equity for a breach of this Contract by Owner. Any default shall be deemed waived unless Contractor shall have given Owner written notice thereof within five (5) days after the occurrence of such default. Contractor shall not be entitled to stop the Work or terminate this Contract on account of Owner's failure to pay an amount claimed due hereunder (including payment for claimed changed Work) so long as Contractor shall not have adequately substantiated the amount due or so long as a good faith dispute exists as to the amount due. Contractor shall not be entitled to stop the Work on account of a default by Owner unless such default shall have continued for more than ten (10) days after Owner's receipt of written notice of such default from Contractor, specifying in detail the nature of the default and the steps necessary to cure the claimed default.

Contractor shall not be entitled to terminate this Contract except for a substantial and material breach by Owner which shall have continued, uncured, for at least an additional thirty (30) days after (a) Contractor shall have stopped working in accordance with this paragraph and (b) Owner shall have received thirty (30) days written notice of Contractor's intention to terminate this Contract.

Should any termination for default under paragraph 25 (iii) be determined to be invalid, improper or wrongful, such termination shall be deemed to have been a termination for convenience as provided in paragraph 27 below.

26. DISPUTES: If a dispute should arise between Owner and Contractor under or related to the Contract, or the breach thereof, then either party may seek redress of its grievances as to such disputes at law or in equity or by arbitration if both parties agree after default or breach to arbitrate. The award rendered by arbitrators shall not be final or binding. Contractor agrees to continue to perform its Work despite the existence of disputes. The existence of a dispute shall not be grounds for any failure to perform by Contractor nor limit the right of Owner to proceed, in good faith, to remedy any default by Contractor.

27. EARLY TERMINATION: Should this Contract be terminated based on default, Contractor shall assign all purchase orders and subcontracts to Owner if Owner, in its sole discretion, requests such assignments. Contractor agrees to incorporate such provisions in its agreements with suppliers and subcontractors to effectuate this provision. Nothing herein shall create any duty on the part of Owner to accept the assignment of any purchase order or subcontract hereunder.

Further, in its sole discretion and without notice to any guarantors, surety, or sureties, Owner may terminate this Contract for its convenience upon the giving of written notice to Contractor. In no event shall Contractor be entitled to consequential damages or loss of profits on portions of the Work not yet performed. If terminated for convenience, Contractor shall be entitled to be paid all costs of all Work provided hereunder including reasonable and necessary costs of termination, as determined in accordance with the method set forth in paragraph 8 above, together with the Profit Percentage attributable to the costs so determined. Payment shall be made in accordance with and subject to the requirements of paragraph 4.

28. SETOFF: If Contractor is, or hereafter begins, performing any other work for Owner other than the Work under this Contract and the unpaid balance of the Price becomes insufficient to complete such Work or compensate Owner for any damages or deficiencies by the Contractor in the performance of the other work, Contractor hereby consents and agrees to allow Owner, in its sole discretion and judgment, to setoff any of Owner's claims against any funds due, or which may become due, Contractor under any other agreement with Owner, or any contract on any other project. No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.

29. MISCELLANEOUS: (a) All matters relating to the validity, performance, or interpretation of this Contract shall be governed by the laws of the State of Georgia, performance, or interpretation, as the case may be, of the Contract. This Contract is entered into in Cobb County and all services under this Contract are capable of being performed and are to be performed in Cobb County, Georgia. Therefore, the parties agree that Cobb County is the proper venue for the resolution of any disputes.

(b) This Contract, including the documents incorporated herein by reference, embodies the entire agreement of the parties and supersedes all prior negotiations, agreements, and understandings related to the subject matter hereof.

(c) This Contract may not be changed in any way except as herein provided or by a writing signed by a duly authorized officer or agent of each party. No requirement of this Contract may be waived except in writing signed by a duly authorized officer of the waiving party.

(d) The provisions of this Contract and the Contract Documents are intended to supplement and complement each other. If, however, any provision of this Contract irreconcilably conflicts with a provision of the Contract Documents, the provision imposing the greater duty on the Contractor shall govern. In case a provision of this Contract is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

(e) Where the context requires, neuter terms used herein shall include the masculine and feminine, and singular terms shall include the plural, and vice versa.

IN WITNESS WHEREOF, the parties have duly executed this Contract as of the date first above written.

COBB COUNTY BOARD OF COMMISSIONERS, COBB COUNTY, GEORGIA

ATTEST:

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

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

ATTEST:

By \_\_\_\_\_

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

CONTRACTOR CHECK ONE:    Corporation        Partnership/Joint Venture        Individual

LICENSING: By executing this Contract, Contractor affirms that it holds the following contractor license(s) applicable to the Work as required by the State of Georgia:

License No(s): \_\_\_\_\_ License Classification(s): \_\_\_\_\_ Expiration Date:

FEDERAL EMPLOYER

ID #: \_\_\_\_\_ BUSINESS LICENSE # \_\_\_\_\_

SCHEDULE A - WORK: Pursuant to paragraph 1 of this Contract, Contractor shall prosecute and complete the following Work:

The contractor shall complete all work per the Contract Documents.

Contractor acknowledges that this is a public building, and as such, certain precautions will be required of the contractor in regards to noise and dust control and safety of the public and staff. All work shall be coordinated through the Project Manager.

SCHEDULE B - CONTRACT DOCUMENTS: The Contract Documents referred to in paragraph 1 and elsewhere in this Contract consist of the Contract and the following:

General Specifications: dated 11/19/09

Titled: Hyde Farm Welcome Center Modification and New Construction

Contractor's proposal: dated

SCHEDULE C - SUPPLEMENTAL PRICE SCHEDULE:

UNIT PRICES: Pursuant to paragraphs 2 and 8 of this Contract, the following unit prices shall be used in determining the Price and any adjustments thereto, without limitation unless expressly provided herein: N/A

ALLOWANCES: The price specified on page 1 of the Contract includes the following allowances for the parts of the Work specified below, to be furnished by Contractor in accordance with the Contract Documents: N/A

SCHEDULE D - PERFORMANCE SCHEDULE: Pursuant to paragraph 6 of this Contract and without limiting the provisions thereof, Contractor shall perform the Work according to the following specific schedule, and as the same may be revised from time to time by Owner:

Time is of the essence is repeated for emphasis.

Contractor to complete all work within sixty (60) calendar days from Owner's "Notice to Proceed". Should the Contractor fail to substantially complete the work under this contract per the specified schedule, he shall pay Owner liquidated damages \$250.00 per calendar day for each consecutive calendar day until project is complete; which sum is agreed upon as a reasonable and proper measure of damages which owner will sustain per diem by failure of Contractor to complete work within time as stipulated; it being recognized by Owner and Contractor that the injury to Owner which could result from a failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor. Contractor shall not be entitled to any compensation should he finish early.

Initials: \_\_\_\_\_

**INVITATION TO BID**  
**SEALED BID # 10 -5453**  
**HYDE FARM WELCOME CENTER**  
**BUILDING MODIFICATION AND NEW CONSTRUCTION**  
COBB COUNTY PARKS RECREATION AND CULTURAL AFFAIRS DEPARTMENT

**SPECIAL TERMS AND CONDITIONS**

Page 1 of 4

1. Securing Documents:  
Copies of the proposed Contract Documents may be obtained from:

**A complete set of construction plans may be obtained from the offices of the Cobb County Parks, Recreation, and Cultural Affairs Department at 1792 County Services Parkway, Marietta, Georgia 30008.**

In order to receive consideration, make bids in strict accordance with the following:

- a. Make bids upon the form provided therefore, properly signed and with all items completed. Do not change, alter, or add words to the Bid Form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection.
- b. Bids will only be accepted in a sealed envelope that clearly provides, type written, the Name of the Work, the Date and Time of the Bid and the Name of the Bidder. No telegraphic bids or telegraphic modifications of a bid will be accepted. Modifications to the bid are considered as part of the bid when placed on the front face of the bid envelope, initialed, and dated by a person duly authorized by the bidder. Late bids will not be accepted.
- c. Bidders shall provide, with the proposal, any letters, certifications, etc., as required by the Specifications.
- d. Submit an original and one (1) copy of the bids to:

Cobb County Board of Commissioners  
c/o Cobb County Purchasing Department  
1772 County Services Parkway,  
Marietta, Georgia 30008

**BIDS SHALL BE DELIVERED TO THE COBB COUNTY PURCHASING DEPARTMENT LOCATED AT 1772 COUNTY SERVICES PARKWAY, MARIETTA, GA, PRIOR TO THE DATE AND TIME SPECIFIED HEREIN.**

## SPECIAL TERMS AND CONDITIONS

Page 2 of 4

### 2. Bonds:

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 and have a "Best's" rating of "A-VII" or better. They must 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 bond limits equal to or in excess of those required for this project; or otherwise acceptable to the Owner.

Attorneys-in-fact who sign bonds shall file with the bond a certified copy of their power-of-attorney to sign such bond. This certificate shall include; date of bond and shall be written by a surety company acceptable to the Owner and licensed to do business in the State of Georgia.

- a. Bid security in the form of a bid bond for not less than 5% of the base bid amount must accompany each bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The bonds shall be increased as the contract amount is increased. The successful bidder's security will be retained until signed Contract and required certificates of insurance and the Owner has received bonds. No other form of bid security will be accepted.
- b. The Owner reserves the right to retain the bid securities of all bidders until the successful bidder enters into a contract with the Owner. Or for until 60 days after bid opening, whichever is sooner. Other bid securities will be returned as soon as practical. If any bidder refuses to enter into a contract or is unable due to the inability to timely provide insurance certificates, bonds, etc., to enter into a contract with the Owner; the Owner may retain the bid security as liquidated damages but not as a penalty.
- c. Prior to signing the Contract, the Owner will require the successful bidder to secure and post a Labor and Material Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Sum.

### 3. Examination of the Documents and Site of Work:

Before submitting a bid, each bidder shall examine the documents carefully, shall read the Project Manual as well as all proposed Contract Documents and shall visit the site of the Work. Each bidder shall fully inform himself as to the conditions existing and limitations under which the Work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowances will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

## **SPECIAL TERMS AND CONDITIONS**

Page 3 of 4

4. **Proof of Competency:**

All contractors wishing to submit bids for this work must submit a Qualification Statement to the Cobb County Purchasing Department with their bid proposal. This form is provided as part of the Bid Form. A bidder may be required to furnish additional evidence satisfactory to the Owner that he and his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

5. **Withdrawal of Bids:**

- a. A bidder may withdraw his bid, personally, at any time prior to the scheduled time for opening the bids.
- b. No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening therefore, and bids shall be subject to acceptance by the Owner during this period.

6. **Award or Rejection of Bids:**

The Owner reserves the right to reject any and all bids, to reject portions of the bid, to waive any or all technicalities and informalities in bids received, and to re-advertise for bids. The Owner in making the award will consider the competency and responsibility of bidders. The Owner may make such investigations as she/he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids may not be acceptable. The contract for construction will be awarded in a manner consistent with the interest of the Owner and laws of the State of Georgia.

7. **Execution of the Agreement:**

- a. The form of agreement between the Owner and the successful bidder will be provided to the bidder. A blank form is attached for review by all bidders.
- c. The bidder to whom the Contract is awarded shall, within ten days after notice of award and receipt of Agreement forms from the Owner, sign and deliver required copies to the Owner.
- c. At or prior to the delivery of the signed Agreement, the successful bidder shall provide to the Owner those Certificates of Insurance required by the Contract Documents and such Labor and Material Payment Bonds and Performance Bonds as are required by the Owner. The Owner shall approve bonds and Certificates of Insurance before the successful bidder may proceed with the Work. Successful bidder will be issued a formal "Notice to Proceed" to formalize the date of commencement and establish the contract completion date.

## **SPECIAL TERMS AND CONDITIONS**

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### **8 Inquiries Prior to Bidding:**

Bidders having questions with regard to the project or Bid Documents shall present these questions in writing to the Owner for clarification no later than **Tuesday, December 1, 2009 by 5:00 p.m.** Responses will be in the form of an addendum issued to all Bid Document holders of record. Bidders acknowledge receipt of addendums by inserting their number and date on the Bid Form. Failure to do so may subject bidder to disqualification. Addenda form part of the Contract Documents. In the event of a conflict between addendum items and those in other parts of the Contract Documents, Addenda shall take precedence and govern in the order of the latest Addendums.

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

### **9. Pre-Bid Conference:**

**A pre-bid meeting will be held at the Hyde Farm Welcome Center, 721 Hyde Road, Marietta, GA 30068 on November 24, 2009 at 10:00 a m for the purpose of answering questions of prospective bidders. It is to the benefit of the bidders to attend.** Information will be distributed. Bidders may elect not to attend at their hazard, but should realize that they will be deemed to have received the information and to be bound by any additional terms.

**INVITATION TO BID**  
**SEALED BID # 10 -5453**  
**HYDE FARM WELCOME CENTER**  
**BUILDING MODIFICATION AND NEW CONSTRUCTION**  
COBB COUNTY PARKS RECREATION AND CULTURAL AFFAIRS DEPARTMENT

General Instructions For Bidders, Terms and Conditions

**I. Preparation Of Bids**

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

Due to the large number of vendors listed in certain categories of the Cobb County vendor's list, not all vendors will necessarily be sent an Invitation to Bid each time one is issued. Invitations to Bid issued by Cobb County are advertised on Cobb County TV23, the Cobb County Internet site <http://www.cobbcounty.org> and every Friday in the Marietta Daily Journal.

**II. Delivery**

Each bidder should state the time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

**III. Explanation to Bidders**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received seven (7) working days prior to bid opening in order for a reply to reach all bidders before the close of the bid. Any information given to a prospective bidder concerning an invitation to bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

The written bid documents supersede any verbal or written communication between parties. Receipt of addendum should be acknowledged in the bid. Although the Purchasing Division will take effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the Purchasing Division prior to bid submittal.

**IV. Submission of Bids**

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole

responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

## **V. Withdraw Bid Due To Errors**

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Cobb County Purchasing Department of an

obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request the withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

## **VI. Testing and Inspection**

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of tests are determined. Cost of inspections and tests of any item, which fails to meet specifications, shall be borne by the bidder.

## **VII. F.O.B. Point**

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

## **VIII. Patent Indemnity**

The contractor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of contract, for which the contractor is not the patentee, assignee or licensee.

## **IX. Discounts**

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

## **X. Award**

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate on to the County.

Bids are available for public inspection within 24 hours after bid opening, by appointment only.

#### **XI. Delivery Failures**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

#### **XII. County Furnished Property**

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

#### **XIII. Reject And Withdraw Bids**

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

#### **XIV. Contract**

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires all agreements between the parties must be entered into via this document. If any exceptions are

taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Cobb County shall pay the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

#### **XV. Non-Collusion**

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

#### **XVI. Conflict of Interest, Etc.**

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
- 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise

recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

## **XII. Default**

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

## **XIII. Disputes**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

## **XIX. Substitutions**

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

## **XX. Ineligible Bidders**

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the County. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

## **XXI. Alterations Of Documents**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

## **XXII. Termination For Convenience**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

### **XXIII. Inter-governmental Agreement**

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and all municipalities and Authorities in Cobb County and the Cobb County Board of Education.

### **XXIV. Indemnification and Hold Harmless**

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

### **XXV. Special Terms and Conditions**

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

### **XXVI. 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 (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

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

## **XXVII. Americans With Disabilities Act**

Cobb County requires all contractors to comply with applicable sections of the Americans With Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans With Disabilities Act (ADA), Cobb County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.

**XXVIII. Evidence of Compliance with Georgia Security & Immigration  
Compliance Act**

The County and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor represents that it employs:

- \_\_\_\_\_ 500 or more employees;
- \_\_\_\_\_ 100 or more employees; or
- \_\_\_\_\_ fewer than 100 employees

*(Contractor must initial appropriate category).*

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Contractor Name

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
- (2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
- (3) To submit such subcontractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract and damages.

**THIS PAGE MUST BE SUBMITTED WITH BID PACKAGE**  
*SEE AFFIDAVITS ON FOLLOWING PAGES*

**CONTRACTOR AFFIDAVIT & AGREEMENT  
EXHIBIT A**

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), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that should it employ or contract with any subcontractor(s) 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-1). 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: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Title

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

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

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

\_\_\_\_\_  
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  
EXHIBIT A-1**

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 applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

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

\_\_\_\_\_  
Title

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

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

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

\_\_\_\_\_  
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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**EXHIBIT B**

**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 \_\_\_\_\_

**This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated**

**Instructions for Completing Exhibit C**  
**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.

**EXHIBIT C**

**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

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

Signature of Authorized Representative

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

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

TO: COBB COUNTY BOARD OF COMMISSIONERS

THE UNDERSIGNED HAVING EXAMINED THE PROPOSED CONTRACT DOCUMENTS TITLED:

**HYDE FARM WELCOME CENTER MODIFICATION AND NEW CONSTRUCTION**

**SEALED BID # 10-5453**

AND HAVING VISITED THE SITE AND EXAMINED THE CONDITIONS AFFECTING THE WORK, HEREBY PROPOSES AND AGREES TO FURNISH ALL LABOR AND MATERIALS, EQUIPMENT, AND APPLIANCES AND TO PERFORM THE OPERATIONS NECESSARY TO COMPLETE THE WORK AS REQUIRED BY SAID PROPOSED CONTRACT DOCUMENTS, FOR ALL OF THE WORK IDENTIFIED AS TOTAL LUMP SUM QUOTE FOR ALL ITEMS AS SPECIFIED FOR THE STIPULATED SUM OF:

**HYDE FARM WELCOME CENTER BUILDING MODIFICATION AND NEW CONSTRUCTION**

**BASE BID AMOUNT**

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

The undersigned understands and agrees also to comply with and be bound by the entire contents of the Project Manual.

The undersigned acknowledges receipt of Addenda numbers:

\_\_\_\_\_

Company Name of Bidder: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

**CONTRACTOR'S QUALIFICATION STATEMENT**

**I. CONTRACTOR**

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

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

**II. BANK REFERENCE**

Primary Bank: \_\_\_\_\_

Relationship officer  
responsible for account: \_\_\_\_\_

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

**III. BACKGROUND**

Has Contractor ever done business under a different name? \_\_\_\_\_

If so, provide names: \_\_\_\_\_

Prior projects with Cobb County: \_\_\_\_\_

**SIMILAR PROJECT EXPERIENCE**

1. Name of project: \_\_\_\_\_

Address of project: \_\_\_\_\_

Contact person with Owner: \_\_\_\_\_

Phone number \_\_\_\_\_

2. Name of project: \_\_\_\_\_

Address of project: \_\_\_\_\_

Contact person with Owner \_\_\_\_\_

Phone number: \_\_\_\_\_

Bonding Co \_\_\_\_\_

Bonding Co Agency \_\_\_\_\_

License: # \_\_\_\_\_

Type of Business Entity:

\_\_\_\_\_ (corporation, sole proprietorship, partnership, p.c.)

Individual Members of the Firm

\_\_\_\_\_

\_\_\_\_\_  
President of the Corporation

\_\_\_\_\_

Secretary of the Corporation

\_\_\_\_\_

Corporation is organized under the Laws of the State of \_\_\_\_\_

Bid dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

END OF BID FORM