

ADVERTISEMENT FOR REQUEST FOR PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: SEPTEMBER 23, 2010

Sealed proposals from qualified contractors will be receive before 12:00 NOON, September 23, 2010, 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 -5529
REQUEST FOR PROPOSAL
HVAC SYSTEM IMPROVEMENTS PROJECT
PROPERTY MANAGEMENT
POWDER SPRINGS STATION
1150 POWDER SPRINGS ROAD
MARIETTA, GEORGIA 30008
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT

PRE-PROPOSAL MEETING: SEPTEMBER 7, 2010 @ 2:00 P.M.
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008

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

Proposals are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

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

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. www.purchasing.cobbcountyga.gov

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

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 : AUGUST 27, 2010
SEPTEMBER 3, 10, 17, 2010

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.



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

BID/PROJECT NUMBER: 10-5529

REQUEST FOR PROPOSAL
HVAC SYSTEM IMPROVEMENTS PROJECT
PROPERTY MANAGEMENT
POWDER SPRINGS STATION
1150 POWDER SPRINGS ROAD
MARIETTA, GEORGIA 30008

DELIVERY DEADLINE: SEPTEMBER 23, 2010 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

OPENING DATE: SEPTEMBER 23, 2010 @ 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 10-5529; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 90 CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

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

ADVERTISE DATES: AUGUST 27, 2010
SEPTEMBER 3, 10, 17, 2010



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

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.**

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, 2nd 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

SEALED BID # 10-5529 DATE: September 23, 2010

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Request for Proposal
HVAC System Improvements Project
Property Management
Powder Springs Station
1150 Powder Springs Road
Marietta, Georgia 30008

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

**SEALED BID # 10 – 5529
HVAC SYSTEM IMPROVEMENTS PROJECT
PROPERTY MANAGEMENT
POWDER SPRINGS STATION
1150 POWDER SPRINGS ROAD
MARIETTA, GEORGIA 30008
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

BID OPENING DATE: SEPTEMBER 23, 2010

**PRE-PROPOSAL CONFERENCE: SEPTEMBER 7, 2010 @ 2:00 P.M. (E.S.T.)
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008**

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

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

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 3 COPY OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 91450

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

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



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

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

Thank you for your cooperation.
Cobb County Purchasing Department

**"STATEMENT OF NO BID"
SEALED BID NUMBER 10-5529
Request for Proposal
HVAC System Improvements Project
Property management
Powder Springs Station
1150 Powder Springs Road
Marietta, Georgia 30008**

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

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

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

Please PRINT the following:

Company

Representative

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

COBB COUNTY REQUEST FOR COMPETITIVE SEALED PROPOSALS

**HVAC SYSTEM IMPROVEMENTS PROJECT
PROPERTY MANAGEMENT
POWDER SPRINGS STATION
1150 POWDER SPRINGS ROAD
MARIETTA, GA 30008**

SEALED BID NUMBER: 10-5529

COBB COUNTY REQUEST FOR COMPETITIVE SEALED PROPOSALS

**HVAC SYSTEM IMPROVEMENTS PROJECT
PROPERTY MANAGEMENT
POWDER SPRINGS STATION
1150 POWDER SPRINGS ROAD
MARIETTA, GA 30008**

SEALED BID NUMBER: #10-5529

TABLE OF CONTENTS

Advertisement	Page 3
Introduction	Pages 4
Background	Pages 5-6
Scope of Services	Pages 6
Selection Criteria	Pages 7
Qualifications & Information	Pages 7-12
Conflict of Interest Statement	Page 13
Officer's Oath	Page 14
General Terms and Conditions	Page 15-23
Georgia Security and Immigration Compliance Act	Page 24-29
Disadvantaged Business Enterprises	Page 30-32
Payment Bond Form	Page 33-35
Performance Bond Form	Page 36-37
Special Terms – Attachment B	Pages 38-50
Bid Form	Pages 51-53
Plans and Documents	Attachments
Sample Contract Form	Attachment

COBB COUNTY REQUEST FOR COMPETITIVE SEALED PROPOSALS

HVAC SYSTEM IMPROVEMENTS PROJECT PROPERTY MANAGEMENT POWDER SPRINGS STATION 1150 POWDER SPRINGS ROAD MARIETTA, GA 30008

The Cobb County Board of Commissioners (Owner) is soliciting competitive sealed proposals from experienced firms for installation of the **HVAC system for the Property Management Building**. This Project includes a complete equipment installation, ductwork, controls, structural support, wiring of new equipment, and demolition of existing equipment. An award will be made to the responsible and responsive offeror whose proposal is determined to be the most advantageous to Cobb County. Proposals will be received until **12:00 noon, September 23, 2010** at the Cobb County Purchasing Department located at 1772 County Services Parkway, Marietta, Georgia 30008. Any proposal received after this time will be rejected and will not be opened. Proposals, timely received, will be opened at 2:00 PM (local time) on September 23, 2010 at the offices of the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008. Request for Proposal packages, which include floor plans and elevation drawings describing the requested services as well as the relative importance of the evaluation factors will be available upon request through the Cobb County Purchasing Department.

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

All proposals shall be accompanied by a bid bond in the amount not less than five percent (5%) of the cost proposal. No proposal shall be considered if a proper bid bond or other authorized security has not been submitted. The successful offeror will be required to furnish a satisfactory performance bond and labor and materials payment bond, on forms provided by Owner.

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

I. Introduction

During the competitive sealed proposal process, proposals received will be opened in a manner so as to avoid disclosure of contents to competing offerors and during any process of discussion, the County will not disclose the contents of proposals to competing offerors.

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

Written inquiries regarding this RFP may be addressed to:
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Written responses to all written inquiries received by 5:00 PM, Tuesday, September 14, 2010 will be mailed, or faxed to all firms on record with the Cobb County Purchasing Department as having been issued the RFP.

Submit an original and three (3) copies of this RFP to:
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008

Proposals must be submitted before **12:00 noon, September 23, 2010**. **Proposals must be received in a sealed envelope or container. Place the Project name, BID number, and opening date on the submitting envelope or container.** Proposals will be opened on this same date at 2:00 pm at the Cobb Purchasing Department.

A pre-proposal Conference will be held on Tuesday, September 7, 2010 at 2:00pm at the Cobb County Purchasing Department Meeting Room located at 1772 County Services Parkway in Marietta, Georgia. All firms intending to respond to this Request for Proposals are strongly urged to attend.

II. Background

Cobb County intends to install new HVAC mechanical equipment at the Property Management Building. This Project includes a complete equipment installation, ductwork, controls, structural support, wiring of new equipment, and demolition of existing equipment. This invitation is for the permitting, construction, and complete construction management to finish the project. Basis for the design are the attached floorplans and specifications already prepared. These plans will be available to all proposers.

Cobb County has received funding provided by the American Reinvestment and Recovery Act of 2009 (ARRA) under an Energy Efficiency and Conservation Block Grant (EECBG) administered by the U.S. Dept. of Energy for performing energy efficiency retrofits of county facilities.

As an ARRA funded project, the project will be subject to compliance with ARRA and EECBG requirements. These requirements are incorporated as Exhibit B to this RFP, “Special Terms and Conditions of the ARRA and EECBG”. Failure to acknowledge compliance on the Bid Form shall be justification, at the Owner’s discretion, for Bidder’s submittal to be excluded from consideration.

All contracts and work associated with this project are subject to the terms and conditions of the American Reinvestment and Recovery Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG) awarded to the County through which funding for this project is provided. The County’s “Special Terms and Conditions of the ARRA and EECBG” are included incorporated in the RFP and shall be incorporated in the Design/Build contract. Bidders may also view the EECBG grant award and associated terms and conditions by viewing the EECBG link on <http://purchasing.cobbcountyga.gov/> to further familiarize themselves with the requirements of the grant.

1. Included in these conditions are requirements that all iron, steel, and manufactured goods used in the project be produced in the United States unless a waiver of the requirements is approved by the Department of Energy per section 1605 of the ARRA (Part 2, II-C of Exhibit B).
2. Additionally, compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Act, all as stipulated in the Compliance Documents in Exhibit B apply to this project.

Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the U.S. Dept. of Labor Wage Determination applicable on the bid issuance date for the construction type and work location. **For this project, General Decision Number: GA100255 dated 7/9/2010 GA255, is applicable. The applicable wage rates are included in this bid as Exhibit B** (Part 2, II-D of Exhibit B).

III. Scope of Services

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

A. *Construction Phase*

1. Maintain on-site staff during any construction activities.
2. Establish and maintain coordinating procedures.
3. Develop and maintain a detailed schedule (CPM) including delivery, approvals, inspection, testing, construction, and occupancy.
4. Prepare and submit change order documentation for approval of the Engineer and the County.
5. Maintain a system for review and approval of shop drawings.
6. Maintain quality control and ensure conformity to plans.
7. Obtain all Third Party Special Inspections as required by permitting authority.
8. Provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.
9. Obtain Certificate of Occupancy and other relevant documents for Owner to use facility.
10. Develop as-built drawings and deliver to Engineer for inclusion into a CADD disk to be submitted to Cobb County for maintenance and operations use.
11. Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, and the Owner's final acceptance.
12. Prepare and provide documentation to confirm compliance with ARRA and EECBG requirements per attached Exhibit A.

B. *Warranty Phase*

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

All Local, County, State, and Federal Codes and regulations must be followed, with particular emphasis on Building Codes, Life Safety Codes, and the Americans with Disabilities Act.

Once all contract documents are executed, between the County and the successful offeror, the successful offeror will be required to deliver the services required by this RFP. Cobb County must first approve any change in or substitution of project team members, including any consultant, in writing.

IV. Selection Criteria

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

The selection may be based solely on the evaluation of the information presented in the proposal package. Firms submitting proposals should not assume that the Owner will elect to pursue any discussion or interviews of the proposals.

Financial/Responsiveness/Cost Criteria 100 Points
Review the completeness of proposal form, bond, and assessment 40 Points
of financial information and company qualifications.

The construction cost proposal amount and project schedule 60 Points

The RFP should be prepared per the following Sections as well as a one-page letter of transmittal signed by an owner, officer, or authorized agent of the firm acknowledging and accepting the terms and conditions of this RFP and an executed Conflict of Interest Statement. An executed "Officer's Oath" on the form provided will be required of the successful offeror prior to commencing work. The officer shall file the oath whose duty it is to make the payment. If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the County on the contract may be recovered by appropriate action. The Contractor Immigration compliance form must be provided with bid documents.

Provide the following Qualifications and Information:

A. Firm or Firms' Information

1. Firm local name, address, and telephone number
2. Primary local contact person(s) and telephone number(s)
3. Total number of firm's local full-time employees
4. Year firm established
5. Local firm's billings for the last three fiscal years
6. Local firms' billing for the current fiscal year
7. Listing and description of last 3 years of litigation involving the local firm
8. Listing and description of all litigation history for the local firm including 2008
9. Copy of the most recent 3 completed years of audited financial statements (Income Statement and Balance Sheet) for the local firm
10. Offeror must provide a letter of commitment from Surety or sureties regarding bonding capacity and availability.
11. Cost proposal amount
12. List any OSHA violations within the past 3 years.
13. State your Experience Modification Factor, for the past 3 years, as related to your

Workman's Comp Rates.

14. List the five most recent projects on which the firm was required to comply with Davis-Bacon Fair Labor Wage requirement. Include the name of project manager and client references, including name and contact information.
15. Provide the current active DUNS number for your firm and the current CCR registration number (CAGE or NCAGE) if available. If not available, a statement of intent that the firm will register in CCR in a timely manner upon Owner notification of intent to award (Part 2, II-B-1 of Exhibit B).

MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

MISTAKES; CORRECTIONS AND WITHDRAWAL OF PROPOSALS

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

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

Any questions concerning this request for proposals should be directed in writing via letter or facsimile, no later than **5:00 p.m. on September 14, 2010**, to:

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

SITE EXAMINATION

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

(including all addenda), and the construction specifications. The failure or omission of any Offeror to examine any form, instrument, or document shall in no way relieve any Offeror from any obligation in respect to his proposal.

Notice of SPECIAL CONDITIONS;

See Exhibit B for ARRA and EECBG requirements on project.

LAWS AND REGULATIONS; LICENSING

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

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

EXECUTION OF COMPETITIVE SEALED PROPOSALS

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

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

NON-COLLUSION AFFIDAVIT

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

CONTRACT PERFORMANCE BOND AND PAYMENT BOND

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

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

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

INSURANCE PROOF OF COVERAGE

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

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-insurance 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 related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages

The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials employees or volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

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

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These 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 Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

AWARD OF CONTRACT

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

OWNERSHIP OF PROPOSAL DOCUMENTATION

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

Conflict of Interest Statement

As a duly authorized representative of the firm _____

I, _____ with the title _____ certify

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

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Officer's Oath

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

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

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Cobb County 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.

Invitations to Bid (ITB) issued by Cobb County are advertised on the Cobb County Internet site, www.purchasing.cobbcountyga.gov 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 by 5:00 pm on the seventh (7th) working day prior to bid opening in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum 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. Addenda are posted on the Purchasing web site: www.purchasing.cobbcountyga.gov. Receipt of addenda should be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda 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 (48 hours) after the conclusion of the bid opening. 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. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

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.

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 uncopied 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. Award

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not be 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 Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

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 onto the County.

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. 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.

XI. County Furnished Property

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

XII. Rejection of Bids

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

XIII. 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. Payment terms are net thirty (30) days after receipt of invoice.

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. The County reserves the right to make alterations to Sample Contracts.

XIV. 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.

XV. 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 other wise 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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 Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. Compliance with Georgia Security and Immigration Compliance Act
(Effective 8/23/2010 - Supersedes All Previous Versions)

BACKGROUND

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

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents must include a signed, notarized affidavit from the contractor in the form attached. **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
 - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
 - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents;

failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached to these “Procedures & Requirements” and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(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 with, is authorized to use, 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)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public Commission Expires: _____

IMMIGRATION COMPLIANCE CERTIFICATION
(To be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

(Project Name/Description)

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public
Commission Expires: _____

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: Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: 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/ITB 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 a DBE business? YES _____ NO _____
 2. Are YOUR subcontractors DBE vendors? YES _____ NO _____
- Please provide information below for each participating subcontractor.**

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: _____

Date Completed: _____

Signature of Authorized Representative

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

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

Bond Number: _____

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

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

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

- A. A claimant is defined as an entity having a direct contract with the **Contractor** or with a Subcontractor of the **Contractor** for labor, material, or both, used or reasonably required for use in the performance of the Contract, "labor and material" being construed to include but not limited to that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The **Contractor** and **Surety** hereby jointly and severally agree with the **Owner** that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be due

claimant, and have execution thereon. The **Owner** shall not be liable for the payment of any judgment costs or expenses of any such suit.

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

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

Attest:

By: _____

Attest:

By: _____

Principal/Contractor (SEAL)

Signature

Typed Name

Title

Surety (SEAL)

Signature of Attorney-in-Fact

Typed Name of Attorney-in-Fact

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

PERFORMANCE BOND

Bond Number: _____

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

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

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

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

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

1. Complete the **Contract** in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the **Contract** in accordance with its terms, and conditions, and upon determination by the **Owner** and the **Surety** jointly of the responsible and responsive bidder, arrange for a contract between such bidder and **Owner**, and make available as work progresses (even though there should be default or a succession of defaults) under the contract or contracts of completion arranged

under this paragraph sufficient funds to pay the cost of completion less the balance of the **Contract** price; but not exceeding, including other costs and damages for which the **Surety** may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by **Owner** to **Builder** under the **Contract** and any amendments thereto, less the amount paid by **Owner** to **Builder**.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the **Contract** falls due. Notwithstanding the above, in the event of failure by the Builder to perform its obligations under said contract, the Owner may provide written notice of Builder's default to Surety at its address _____ and Surety shall cause to be paid within ten (10) days of receipt of Owner's notice such amount certified by Owner to be owing from Builder pursuant to the Contract.

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

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

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

Attest:

By: _____

Attest:

By: _____

Principal/Builder (SEAL)

Signature

Typed Name

President

Title

Surety (SEAL)

Signature of Attorney-in-Fact

Typed Name of Attorney-in-Fact

Attachment B

SPECIAL TERMS AND CONDITIONS OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA) AND THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG)

PART 1 GENERAL

This Section includes covers the Federal, State, and local provisions and requirements of the American Recovery and Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Block Grant (EECBG) program that constitute the funding sources for this project.

PART 2 SPECIAL TERMS AND CONDITIONS FOR ARRA and EECBG FUNDED PROJECTS

The following Special Terms and Conditions (ST&C-Bid) are incorporated in this bid and all resulting contracts and work orders. Submittal of a bid constitutes agreement by the Bidder to become familiar with and to comply with all terms and conditions in this section as well as elsewhere in bid and contract documents.

I. Compliance with ARRA and EECBG Funding and Contracting Requirements – General

A. Compliance Requirement by Bidders

This project is funded through an Energy Efficiency and Conservation Block Grant (EECBG) (Grant) provide under the American Recovery and Reinvestment Act of 2009 (ARRA), and is administered by the U.S. Department of Energy (DOE). Collectively, the terms and conditions of the EECBG and ARRA constitute the terms and conditions of the Grant.

1. Bidder Acknowledgement of Compliance

By submitting a bid, the Bidder hereby represents and warrants to and for the benefit of Cobb County and the United States Government that the Bidder agrees to:

- Familiarize themselves with, and comply with, all terms and conditions for ARRA and EECBG funded projects;
- Certify such compliance and provide documentation thereof upon request;
- Pass through these requirements to all subcontractors and, where applicable, to suppliers;
- Provide full and timely assistance upon request to Cobb County and other legal state and federal agencies and their designees as may be requested to demonstrate or confirm compliance with all bid and contract requirements and conditions.

2. Compliance Documents

The following documents specifying terms and conditions required for compliance with ARRA and EECBG are incorporated by reference:

- The American Recovery and Reinvestment Act of 2009
- 10 CFR 600 - all sections applicable to local governments. In particular, pay special attention to conditions in Subpart C – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- National Policy Assurances (version current at time of bid publication)

- The “Special Terms and Conditions to Cobb County EECBG Grant DE-EE0000803/000” (Grant ST&C), a copy of which is available online at <http://purchasing.cobbcountyga.gov/>

Bidders are directed to pay particular attention to the following sections of documents referenced above:

- 10 CFR 600-236, Purchasing, with special attention to paragraph (i)
- Grant ST&C paragraph 25 – compliance with Buy American requirements of ARRA
- Grant ST&C paragraph 27 and 29 – compliance with Davis-Bacon requirements of ARRA
- Grant ST&C paragraph 22 – special provisions for ARRA funded work

B. Bidder Acknowledgement Regarding Compliance Failure

In addition to all other remedies available to the Owner in the Bid and Contract documents, Bidder acknowledges that failure to comply with all terms and conditions in the ARRA and EECBG may constitute justification for withholding payment for services and materials up to and including the full value of any project funds withheld by the government of the United States.

C. Flow down Requirement

Bidders must include all terms and conditions of this bid and all associated contracts in all subcontracts or awards resulting from this Bid as required by the referenced

D. Jobs Creation Reporting

Bidder agrees to provide information as requested by Owner to fulfill Owner’s responsibility to report jobs created with Grant funds.

E. Compliance with NEPA and Cobb County Waste Stream Management Plan

Cobb County has submitted a Waste Stream Management Plan to DOE as a condition of the EECBG. A copy of this plan is posted at <http://purchasing.cobbcountyga.gov/>. In addition to any other requirements contained or referenced in documents listed in section III-A herein, Bidder, by submitting a bid, indicates their familiarity with Cobb County’s Waste Stream Management Plan and agrees to adhere to the processes and procedures therein, and to provide documentation acceptable to the Owner of compliance.

II. Guidance and Emphasis Regarding ARRA and EECBG Funding and Contracting Requirements

Section I to these bid Special Terms and Conditions incorporates by reference the compliance requirements for this Bid and all subsequent contracts as required by the ARRA and EECBG grant conditions. The following discussion of selected compliance requirements is provided for emphasis, or for clarification or guidance on selected requirements. Should there be any conflict between these clarifications and the requirements of the source documents, the requirements of the source documents shall be applicable.

A. Access and Maintenance of Records

Bidder agrees that the terms Owner, County, or similar, as used in respect with requests made for records or documents necessary to ensure compliance with the ARRA and EECBG, shall include representatives of DOE, the US Inspector General, the US Comptroller General, their designees, or any other federal or state agencies and officials lawfully charged with ensuring compliance with the terms of this grant. Bidder agrees to respond to all such requests fully and in a timely manner so as not to delay Owner’s obligations for this grant.

Included in this obligation is compliance with the following grant conditions:

1. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation upon request by Owner.

2. Access to Records

With respect to funds made available as a result of this Bid, any representative of the Owner as defined herein is authorized:

(1) to examine any records of the contractor or grantee, any of its subcontractors or sub grantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subgrant, grant, or sub grant; and

(2) to interview any officer or employee of the contractor, grantee, sub grantee, or agency regarding such transactions.

3. Maintenance of Records

All records required for compliance with the expenditure of funds made available by the American Recovery and Reinvestment Act of 2009 shall be maintained and available for access as required for a minimum of three (3) years from date of final payment for work under this Contract and all other pending matters are closed, or longer should any of the applicable documents referenced in section III A above so require.

B. Contractor Registrations and Certification of Eligibility

Bidders acknowledge by submitting a bid that:

1. Registration in the Central Contractor Registration (CCR) and acceptance by the DOE of their status is a requirement for any contract award. Bidders must submit a current DUNS number with their bid, as well as either: (a) a current CCR registration number, or (b) in the absence of a CCR number, a certification that they will register in CCR in a timely manner upon Owner notification of intent to award, and that award may be withheld for failure to register or should they be rejected for work by any federal agency with authority to deny eligibility.

2. Neither the Contractor (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded DOE contracts or participate in DOE programs pursuant to 24 CFR Part 24; and

No part of this bid shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded DOE contracts or participate in DOE programs pursuant to 24 CFR Part 24.

C. Buy American – ARRA Section 1605

All goods and services to be provided through this Bid are being funded with monies made available by ARRA and such law contains provisions commonly known as “Buy American Requirements” that

requires all of the iron, steel, and manufactured goods used in the project be produced in the United States unless a waiver of the requirements is approved by the Department of Energy.

It is the responsibility of the Bidder to ensure the following: (a) full reviewed and understanding of the Buy American Requirements, (b) that all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, (c) that should Bidder anticipate and propose any non-compliant iron, steel, and manufactured goods, Bidder must note specific exceptions in their bid and provide reference to an existing DOE waiver if any, or justification as required in ARRA Section 1605 to apply for a waiver, and (d) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or, if applicable, assistance in submitting a Bidder requested waiver from this requirement as may be requested by Cobb County or other legal state or federal agency.

Bidders shall complete and submit the Owner provided Contractor and Supplier Certification Document(s) for themselves, and shall obtain and submit the same from any subcontractors and suppliers, in a timely manner upon request by the Owner. **(See Attachment A to this section).**

Notwithstanding the waiver provisions allowed in the ARRA, a Bidder request for exceptions to Buy American Requirements shall be sufficient for Cobb County, at its sole discretion, to reject a bid as non-responsive.

D. Davis-Bacon Act and Contract Work Hours and Safety Standards Act

Compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Act, all as stipulated in the Compliance Documents in section III-A herein, apply to this project.

Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the U.S. Dept. of Labor Wage Determination applicable on the bid issuance date for the construction type and work location. **For this project, General Decision Number: GA100255 7/9/2010 GA255, is applicable. The applicable wage rates are included in this bid as Exhibit B.**

By submitting a bid, the Bidder hereby represents and warrants to and for the benefit of Cobb County and the United States Government that (a) the contractor has reviewed and understands the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Act as they apply hereto, (b) has reviewed the applicable Wage Determination referenced herein, and (c) will fully conform with the applicable Wage Determination and all requirements applicable to this bid and resulting contract(s).

E. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the ARRA specify protections, actions and remedies regarding treatment of any employee of state or local governments or their contractors or subcontractors for disclosing, including a disclosure made in the ordinary course of an employee's duties, information that the employee believes is evidence of gross management of an agency contract or grant relating to covered funds, a gross waste of covered funds, a substantial and specific danger to public health or safety related to the implementation or use of covered funds, an abuse of authority related to the implementation or use of covered funds, or violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

All parties to this agreement shall be responsible for compliance with all requirements and conditions of Section 1553 of the ARRA.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)

G. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

H. National Policy Assurances

National Policy Assurances in effect on date of award as published at http://management.energy.gov/business_doe/1374.htm are incorporated in these Special Terms and Conditions by reference.

I. Small and Minority Business Enterprises

The Bidder agrees to ensure that small and minority firms, women's business enterprises, and labor surplus firms (DBE firms) have the maximum opportunity to participate in the performance of contracts and subcontracts whenever possible per paragraph (e) of 10 CFR 600-236. In this regard, all contractors shall take necessary and reasonable steps in accordance with 10 CFR 600-236 to ensure these firms have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.

Bidder agrees to provide documentation of all DBE firms, including itself, participating in this contract. Bidder further agrees, upon request of the Owner, to provide a list of any DBE firms that were contacted for participation in this contract.

END OF SECTION

Attachment B -1

Page 1

Manufacturer's Buy American Certification Compliance Statement

The Manufacturer (or designated manufacturer's representative) shall include this statement with all submittals for this project.

By this submittal, the Manufacturer hereby represents and warrants that all iron, steel, or manufactured goods represented in this submittal will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements of Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA), unless a waiver of the requirements is approved, and the Manufacturer will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support reporting requirements or a waiver of the Buy American Requirements, as may be requested by the Owner.

Project Name: _____

Signed: _____

By: _____

Print Name

Title: _____

Company: _____

Date: _____

Attachment B -1

Page 2

Contractor Buy American Certification Compliance Statement

The Contractor shall execute and submit this statement prior to contract award for this project.

I understand this project is funded in whole or in part using funds provided through the American Recovery and Reinvestment Act of 2009 (ARRA), and that performance on this project requires full compliance with the conditions of this Act.

I hereby represent and warrant that all iron, steel, or manufactured goods used in this project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements of Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA), unless a waiver of the requirements is approved, and I will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support reporting requirements or a waiver of the Buy American Requirements, as may be requested by the Owner.

I agree to require the Manufacturer of all products used on this project submit a Manufacturer's Buy American Certification with all product submittals unless a waiver of the requirements is approved.

I shall maintain records at the job site or, if no contractor office is maintained at the job site, at the project office of the supervisor overseeing this project, documenting of compliance with these requirements, to provide copies of such documents available to the Owner upon request, and to provide complete documentation to the Owner at the conclusion of the project.

Project Name: _____

Signed: _____

By: _____

Print Name

Title: _____

Company: _____

Date: _____

Attachment B-2

General Decision Number: GA100255 08/13/2010 GA255

Superseded General Decision Number: GA20080255

State: Georgia

Construction Type: Building

County: Cobb County in Georgia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	05/28/2010
4	07/09/2010
5	08/13/2010

ASBE0048-001 04/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 25.07	12.41

CARP0225-003 07/01/2008

	Rates	Fringes
CARPENTER (including form work; excluding drywall hanging and acoustical ceiling installation).....	\$ 21.45	6.35

CARP1263-001 07/01/2009

	Rates	Fringes
MILLWRIGHT.....	\$ 22.42	11.95

ELEC0613-014 03/01/2010

	Rates	Fringes
ELECTRICIAN (including installation of temperature controls for HVAC Systems).....	\$ 29.00	8.09

FOOTNOTES: Work on bar joists, walk logs, exposed steel and swinging scaffolds when the surface the worker stands or

Attachment B-2

sits on exceeds twenty-five (25) feet above solid floor and the worker is subject to free fall: \$1.00 per hour additional. Work of a similar nature above fifty (50) feet: \$3.00 per hour additional.

ELEV0032-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 33.98	20.035+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0926-027 07/01/2009

	Rates	Fringes
Operating Engineers:		
Backhoe/Excavator, Hoist and Mechanic.....	\$ 23.74	9.03
Bulldozer, Compactor, Drill, Forklift, Loader, and Scraper.....	\$ 23.43	9.03
Crane and Boom.....	\$ 27.38	9.03
Oiler.....	\$ 20.21	9.03

FOOTNOTE: Paid Holidays - Labor Day and Christmas Day, if the worker has one year of continuous employment with the same contractor.

IRON0387-001 08/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.04	9.86

PAIN0193-008 07/01/2010

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 20.37	8.30

PAIN0193-011 07/01/2010

	Rates	Fringes
--	-------	---------

Attachment B-2

PAINTER: Brush, Roller and
Spray.....\$ 20.37 8.30

PAIN1940-001 10/01/2009

	Rates	Fringes
GLAZIER.....	\$ 21.00	7.05

FOOTNOTE: Paid holidays: Thanksgiving Day, Christmas Day,
New Year's Day, National Memorial Day, July 4th and Labor
Day; if the employee works the day before and the day after
the holiday.

PLUM0072-012 08/01/2009

	Rates	Fringes
PIPEFITTER, Including HVAC Pipe Installation.....	\$ 28.90	12.31
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 28.90	12.31

* SFGA0669-001 04/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 25.05	15.10

* SHEE0085-001 08/01/2010

	Rates	Fringes
SHEET METAL WORKER, Including Hvac Duct Installation and Metal Roofing		
Buildings over 100,000 square feet.....	\$ 29.00	12.88
Buildings up to 100,000 square feet.....	\$ 24.74	11.42

FOOTNOTE: Work on swinging stages, boatswains chairs or
scaffolds, booms, or scissors lifts over 50 ft. high: \$1.25
per hour additional.

SUGA2008-167 08/21/2008

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 14.00	0.00
BRICKLAYER.....	\$ 16.00	0.00

Attachment B-2

CARPENTER (Drywall Hanging Only).....	\$ 15.05	0.82
CEMENT MASON/CONCRETE FINISHER....	\$ 12.94	0.00
HVAC MECHANIC: System Installer (Excluding HVAC Duct and Pipe Installation).....	\$ 16.26	1.26
IRONWORKER, REINFORCING.....	\$ 11.05	0.21
LABORER: Common or General.....	\$ 10.90	1.44
LABORER: Pipelayer.....	\$ 13.06	3.56
OPERATOR: Grader/Blade.....	\$ 9.00	0.24
OPERATOR: Roller.....	\$ 10.88	0.00
ROOFER (Excluding Metal Roof)....	\$ 10.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 12.27	1.56
WATERPROOFER.....	\$ 10.50	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

--

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

--

WAGE DETERMINATION APPEALS PROCESS

Attachment B-2

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

Attachment B-2

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

BID FORM
Page 1 of 3

TO: COBB COUNTY BOARD OF COMMISSIONERS

THE UNDERSIGNED, having examined the project documents titled:

**HVAC SYSTEM IMPROVEMENTS PROJECT
PROPERTY MANAGEMENT
POWDER SPRINGS STATION
1150 POWDER SPRINGS ROAD
MARIETTA, GA 30008
SEALED BID #10-5529**

AND having visited the work site(s) and examined the conditions affecting the Work, HEREBY proposes and agrees to furnish all labor and materials, equipment, and appliances and to perform all operations necessary TO COMPLETE ALL WORK FOR ALL SERVICES AS REQUIRED BY THE PROJECT MANUAL, INCLUDING ANY ADDENDA, FOR THE SUMS STIPULATED IN THE BID PRICING FORM (SECTION 00300 - ATTACHMENT A – REVISED in Addendum #4).

HVAC Equipment	(\$_____)
Duct Work	(\$_____)
Controls	(\$_____)
Grand Total	(\$_____)

The undersigned understands and agrees also to comply with and be bound by the entire contents of the Request for Bid including all Addenda.

Acknowledged: _____

The undersigned acknowledges receipt of Addenda numbers:

ADDENDUM NO.	_____	Acknowledged:	_____
ADDENDUM NO.	_____	Acknowledged:	_____
ADDENDUM NO.	_____	Acknowledged:	_____
ADDENDUM NO.	_____	Acknowledged:	_____

CONTRACTOR'S QUALIFICATION STATEMENT

I. CONTRACTOR

Name of Contractor: _____

Address of Contractor: _____

Primary Contact Person: _____

Telephone Number: _____

Type of Business Entity: _____
(corporation, sole proprietorship, partnership, p.c.)

Contractor does _____ or does not _____ anticipate using subcontractor(s) in the performance of this Work.

Contractor Business Entity Principals:

Primary Owners (if other than C-Corporation): _____

President: _____

Secretary: _____

Business is organized under the Laws of the State of _____

Business Qualifies as a Woman Owned, Small Business, or DBE (Y/N): _____

If yes, list certifying authority: _____

II. BANK REFERENCE

Primary Bank: _____

Relationship officer responsible for account: _____

Telephone Number: _____

BID FORM
Page 3 of 3

III. REGISTRATION AS FEDERAL CONTRACTOR

Registration with DUNS is required for submittal of a Bid. Registry with the CCR and provision of a CAGE number is required prior to contracting.

Bidder DUNS Number: _____ Bidder CAGE Number: _____

If not currently registered and active with CCR, the undersigned hereby certifies they will register in a timely manner and provide Cobb County with their CCR CAGE number upon notification of intent to award work under this Bid. Initialed: _____

IV. BACKGROUND

Has Contractor ever done business under a different name? _____

If so, provide names: _____

Prior projects with Cobb County: _____

IV. REFERENCES

Contractor shall provide references separately as required in RFP documents.

V. COMPLIANCE DOCUMENTS

The undersigned hereby certifies the following bid submittals are included with this Bid Form. Failure to submit required submittals listed here may be used to reject the Contractor's Bid:

- ◆ Georgia Immigration Act Compliance Contractor Affidavit and Agreement (Revised – See Addendum #1 to the referenced RFP)
- ◆ Conflict of Interest Statement
- ◆ Officer's Oath
- ◆ Bid Pricing Form (Section 0300, Attachment A)

BIDDER SIGNATURES

Bid dated this _____ day of _____ 2010

Bidder: _____

Signed: _____

Title: _____

Address: _____

END OF BID FORM

“SAMPLE” CONTRACT

Date:

OWNER: COBB COUNTY BOARD OF COMMISSIONERS ("Owner")
COBB COUNTY, GEORGIA
c/o Property Management Department
57 Waddell Street
Marietta, Georgia 30060-1940

CONTRACTOR: ("Contractor")

WORK: HVAC Improvements – Cobb County Administration Building ("Work")
(General caption only)

PROJECT: **FEDERAL ENERGY GRANT – HVAC IMPROVEMENTS –**
Powder Springs Station
("Project")

ARCHITECT-ENGINEER: Lilly Young & Associates, Inc. ("Engineer")

CONTRACT PRICE: ("Price")

MONTHLY BILLING DATE: To be received at the ("Monthly Billing Date")
Cobb County Property Management 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 bodily injury, personal injury, and property damage including products/completed operations coverage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, when applicable.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability limits of \$100,000 per accident.
4. Owner's and Contractor's Protective Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

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

By: _____

Date: _____

Title: _____

By: _____

Date: _____

Contractor

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 and Drawings.

Contractor acknowledges that this is an occupied 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:

Project Manual: dated 8/ /

Titled: Federal Energy Grant – HVAC Improvements – Cobb County Central Library

Contractor’s proposal: dated X, 2010

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: _____

SECTION 15950 – AUTOMATC TEMPERATURE CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION:

- A. This Contract is for all materials, labor, supervision, services, tools, equipment, equipment transportation, and other items required for the construction of the automatic temperature controls. Coordinate closely with the Mechanical and Electrical Drawings. The Contractor shall closely coordinate the work by placing the highest priority on proper submittal data preparation and field interfacing to ensure a properly constructed and sequenced project schedule.
- B. The systems shall be complete in all respects, tested and ready for operation. Start up and commissioning of the DDC system shall be included in the contract. The system shall be a web-based “open protocol” type comprised of stand-alone direct digital control (DDC) panels at each air handling unit; terminal units with factory installed stand-alone DDC controls; rooftop units with factory installed controls. If the controls vendor is unable to provide factory-installed controls on the equipment, then controls vendor shall provide all necessary interfaces and communication modules to provide access to all equipment point information at the main DDC controller. All controls shall be networked together to form a complete communicating system. Systems which rely on a central communications panel to allow data sharing and communications, shall not be acceptable. A web-based autodial/auto answer modem shall be provided for remote communications and support. Controls vendor shall coordinate with the Ethernet communications media and shall include the cost of all interfaces or transceivers within their price.
- C. Manufacturers' standard components shall be used for the system. All components shall be of proven design and available at least two years prior to bid date.
- D. Programming of the start/stop time of day sequences shall be coordinated with the building personnel for the normal hours of operation for the mechanical equipment as specified for their operation.
- E. The controls system shall be fully accessible via password secured high speed internet interface.
- F. The system shall be fully capable of operator monitoring and control of all sensors, set points, equipment and dampers completely through a dynamic graphical interface, in addition to via written programming from remote locations via internet access. The intention is to allow the building engineer to quickly navigate though the buildings mechanical system from a large-scale overview (building elevation) to the floor plan and down to the equipment level. All relevant equipment and component shall be represented so as to illustrate the system component interactions.
- G. The control system shall be designed such that each mechanical system will be able to operate under stand-alone control. As such, in the event of a network communication

failure, or the loss of any other controller, the control system shall continue to independently operate under control.

1.2 QUALITY ASSURANCE:

- A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of electric/electronic direct digital control equipment, of types and sizes required, and whose products have been in satisfactory use in similar service for not less than five (5) years. Submittals of documentation supporting this qualification may be required.
- B. Installer's Qualifications: Firms specializing and experienced in these types of control systems installations for not less than five (5) years. Submittals of documentation supporting this qualification may be required.
- C. Codes and Standards:
 - 1. Electrical Standards: Provide electrical components of control systems which have been UL-listed and labeled, and comply with NEMA standards. Electrical installation shall comply with the National Electrical Code, 1999 Edition.
 - 2. NEMA Compliance: Comply with NEMA standards pertaining to components and devices for control systems.
 - 3. NFPA Compliance: Comply with 1999 edition NFPA 90A "Standard for the Installation of Air Conditioning and Ventilating Systems" where applicable to controls and control sequences. Comply with 1999 edition NFPA 101 "Code for Safety to Life from Fire in Buildings and Structures".

1.3 WARRANTY:

- A. The control system shall have a one (1) year warranty for parts and labor from date of Owner acceptance upon system commissioning completion.

1.4 SCOPE:

- A. The automatic temperature controls shall be provided by the Contractor with all components such as electronic devices, junction boxes, direct digital control panels, temperature and pressure sensors, control dampers, control valves, etc. (those not provided with the their equipment) mounted, wired and tested.
- B. Provide (furnish and install) all devices such as power supplies required for control equipment and components, control transformers, transformer relays, start-stop push buttons, relays, air flow and pressure switches. Temperature sensors, thermostats, flow switches, etc. shipped loose with their equipment, shall be installed by the Contractor.
- C. Fan Shutdown: Furnish and install firestats and the wiring interlocks with the motor starters of the air units' and fans for "hard-wired" local shutdown. Additionally, provide hard wired interlocks for air units shutdown to duct smoke detectors.

- D. Provide power supply wiring and conduit from 120 volt toggle switches and junction boxes to power connection on unit control devices such as dampers and valves, DDC and unit panels, control transformers, etc., including terminations.
- E. Provide wiring with conduit (or plenum rated cable) for any remote start/stop switches and manual or automatic motor control devices.
- F. Provide interlock and control wiring with conduit between electrically-operated equipment units and devices such as starters, etc., and between equipment and field-installed control devices.
- G. Provide control panels required including wiring and conduit from the control components to these panels with terminations completed.
- H. Field label all control wiring circuits (control and power), sensors, and thermostats.
- I. Provide the engineering, calibration, and checkout necessary for a complete and fully operational control system including all programming for equipment operations, trending, historical data, preventative maintenance schedules, etc.
- J. Coordinate location of components and devices requiring connection to the control system with the mechanical and electrical contractors prior to submission of shop drawing submittals and reconfirm in scheduled field coordination meetings at the jobsite with the trades involved for verification of quantities and sizes of devices to be installed for a complete and functional system.
- K. Submit product data, control diagrams, component set points, sequences of operation, control valves and dampers schedules, Operating and Maintenance Manuals, Record Drawings indicating "as-built" conditions, and system start-up commissioning reports, refer also to Sections 15010 and 15011.
- L. Provide services required during the guarantee period such as servicing and adjusting controls for safe, stable operation with change of seasons; making changes in control devices not providing the specified equipment operation including the removal, replacement, and installation of new devices as necessary to provide safe, stable operation of the equipment while maintaining the sequence of operation specified. Programming and commissioning time for fine tuning the sequences of equipment operation after Owner acceptance during the guarantee period shall be included to commission the efficient operation of the systems.
- M. Provide pre-operational testing.
- N. Verify equipment components, and interconnecting wiring installation are checked for proper connection and termination prior to mechanical system start-up. Submit written verification to the Engineer that these items are installed in accordance with the Contract Documents and are ready for calibration and start-up.
- O. Provide interlock and plenum rated control wiring for above ceiling installations between electrically-operated equipment units and devices such as smoke detectors, firestats, starters, fire alarm system, etc.; and between equipment and field-installed control

devices. Smoke detectors shall be hard wired to the equipment starters for direct shut down upon activation of detectors. Provide all plenum rated control wiring from temperature sensors, thermostats, etc. to the devices they control or interface with. Interconnecting plenum rated wiring and conduit (conduit for exposed control wiring in mechanical room only) between all required devices shall be provided. Refer to Division 16 electrical specifications for wiring requirements.

- P. Provide control panels required including wiring and conduit (conduit for exposed control wiring in mechanical room only) from the control components to these panels with terminations completed. Control panels shall have numbered terminal strips with no smaller than #20 AWG 600 volt insulated copper conductors. Control wiring shall be no smaller than #20 AWG 600 volt insulated copper conductors and DDC wiring shall be no smaller than #20 AWG copper insulated conductors.
- Q. Provide control wiring with conduit from the control devices to the local control panels (local programmable control modules located at each air handling unit, other types of required control interface modules, etc.), new outside air temperature and humidity sensors shall be interfaced with for this work, from indicating devices and unit controllers.
- R. Field label all control wiring circuits (control and power), sensors, thermostats, duct smoke detectors, and firestats.
- S. Coordinate location of components and devices with the mechanical and electrical contractors.

1.5 WORK BY OTHERS:

- A. The Contractor shall:
 - 1. Furnish and install all necessary connections and taps required for flow, pressure or temperature sensing devices, meters, etc.
 - 2. Install motorized control dampers not provided with equipment with linkages, motor operators and hardware, and scheduled and also as indicated in Ductwork and Ductwork Accessories Specifications Sections.
 - 3. Coordinate location of devices for installation by the controls contractor. Coordinate the installation by the controls contractor of unit panels and required accessories such as sensors, thermostats, power supplies, motors, relays, etc. that are shipped loose with mechanical equipment.
 - 4. Assemble multiple section dampers with required interconnecting linkages, shafts and brackets and extend the required number of shafts through the ducts for externally-mounted damper motors. Jack shafts shall be assembled with sealed roller or ball bearings of stainless steel construction.
 - 5. Install duct mounted smoke detectors, furnished by Division 16.
 - 6. Verify all equipment for mechanical systems and components installed by the controls Contractor are checked for proper connection and termination prior to mechanical system start-up. Submit written verification to the Architect/Engineer that these items are installed in accordance with the Contract Documents and are ready for calibration and start-up.

7. The Contractor shall install and connect all end devices as follows:
 - a. Power supply wiring and conduit from electrical panel power source to power connection toggle switch on controls units and junction boxes near control equipment. Include disconnects, starters, combination starter/disconnects and required electrical devices, except where specified as furnished or factory installed by the equipment manufacturer to electric motors and devices. Coordinate all devices for installation with the mechanical and controls Contractor.
 - b. Power supply wiring of 120 VAC power in conduit to all DDC temperature/control panels.
8. Duct smoke detectors shall be furnished by Division 16 installed by the Contractor and wired to the fire alarm system by Division 16 and to fan starters by the contractor.

1.6 ACCEPTABLE MANUFACTURERS:

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering automatic temperature controls which may be incorporated in the work include, the following:
 1. **Basis of design = Siemens Apogee**
 2. **Acceptable alternate = Johnson Controls Metasys**

PART 2 - PRODUCTS

2.1 SUBMITTALS:

- A. Submittals shall include all equipment catalog cut sheets, components, wiring diagrams, controllers and panels, and system engineering and programming required for the installation and operation of the control system. Refer to Section 15011 for additional requirements.

2.2 MATERIALS AND EQUIPMENT:

A. GENERAL

1. The automatic temperature control products shall be provided in sizes and capacities required to perform the sequence of operations specified herein, consisting of the DDC panels for start/stop of mechanical equipment, thermostats, sensors, controllers (electric and electronic), and other components as required for a complete installation. Except as otherwise indicated, provide manufacturer's standard control system components as indicated by published product information, designed and constructed as recommended by manufacturer.
- B. Temperature Sensors: Temperature sensors shall be of the thermistor or RTD type with a high resistance change versus temperature change to ensure good resolution and

accuracy. Temperature sensors should have an accuracy of +/- 1.0 deg F. Sensors shall be for room, duct or well mounting as appropriate. Sensors shall be available in various ranges to properly suit the application.

- C. Status Indication: Status indication for air units and fans shall be provided by a current sensing sensor. The sensor shall be installed at the motor starter or motor to provide load indication. The unit shall consist of a current transformer, a solid state current sensing circuit (with adjustable set point) and a solid state switch. The switch shall provide a N.O. contact for wiring back to the DDC Panel
- D. High Temperature Detection Thermostats and Smoke Detectors:
1. High Temperature Detection Thermostats shall be provided to stop each air handling system circulating less than 2000 CFM air volume and shall be of the manual reset type with sensing element arranged to insert into duct or casing and shall be set for 125°F. The device shall have a double pole, double throw contact for supply fan shutdown and remote alarming.
 2. Control contractor shall provide hard wiring interlocks from the motor starters to the smoke detectors to shutdown fan on smoke detection and send a signal to the fire alarm system.
 3. Duct mounted smoke detectors shall be provided by Division 16 and installed by the mechanical contractor. All necessary interlocks, relays, etc., with smoke detection system and mechanical equipment, shall be provided by the controls Contractor.
- E. Low Temperature Detection Thermostat: Low Temperature Detection Thermostat shall be provided to stop each air handling system with outside intake air and shall be of the manual reset type unless otherwise specified with sensing element not less than 20 feet long. Any one foot of sensing element, when subjected to temperatures below setpoint of controller, shall actuate thermostat switch mechanism regardless of temperature being sensed by the remainder of the element. The device shall have double pole, double throw contacts for fan shut down and remote alarming at the network printer.
- F. Controlled Devices
1. Automatic Control Dampers:
 - a. Damper frames are to be constructed of formed 13-gauge galvanized sheet steel, mechanically joined with linkage concealed in the side channel to eliminate noise and friction. Compressible spring stainless steel side seals and self-lubricating bearings shall also be provided.
 - b. Damper blade width shall not exceed 8 inches and shall be provided with seals. Blade rotation is to be parallel or opposed as shown on the schedules. Damper performance shall be tested in accordance with AMCA Standard 500 and specified as follows:
 - 1) Dampers with seals for Class I leakage resistance in applications requiring very tight closure and high velocities. · Dampers with seals for Class II leakage resistance in applications requiring tight closure with less velocity such as outdoor air. Dampers with seals for Class III leakage resistance in applications where

tight closure is not required such as return air applications. Damper sealing force at 4 inches differential shall not exceed 6 inch-pounds per square foot. The damper must be rated to operate over a temperature range of -40°F to 200°F (-40°C to 93°C) standard. Damper sizing shall be by the designer in accordance with accepted industry practices to ensure proper system performance. Blank off plates and duct-to-damper transitions may be required.

- c. Each frame is made of galvanized sheet steel, formed into channels, and mechanically joined for maximum strength. The modular design of the frames means that they can be quickly and easily coupled in the field.
 - d. Damper actuators shall be sized to operate their appropriate dampers or valves with sufficient reserve power to provide smooth proportional action or two-position action as specified. Where two or more actuators are to be operated in sequence with each other, provide positive sequencing relays for accuracy and non-overlapping operation. Provide positive positioning relays as required to meet system design functions.
- G. Wall mounted thermostats and temperature sensors for application specific controllers connected to the **air terminal units shall be sensors only manual two (2) hour override button, with no local setpoint adjustment and no display.**

2.3 NETWORKING COMMUNICATIONS

- A. The design of the control system shall be web based with network operator stand-alone DDC Controllers. The network architecture shall consist of two levels, a high performance peer-to-peer network and DDC Controller specific local area networks with access being totally transparent to the user when accessing data or developing control programs.
- B. Peer-to-Peer Network Level: All operator devices either network resident or connected via dial-up modems shall have the ability to access all point status and application report data or execute control functions for any and all other devices via the peer-to-peer network. No hardware or software limits shall be imposed on the number of devices with global access to the network data at any time.

2.4 DDC Controller Local Area Network (LAN):

- A. This level communication shall support a family of application specific controllers and shall communicate with the peer-to-peer network through DDC Controllers for transmission of global data.

2.5 MAIN DDC CONTROLLER:

- A. The Main DDC Controller shall be stand-alone, multi-tasking, multi-user, real-time digital control processors consisting of modular hardware with plug-in enclosed processors, communication controllers, power supplies and input/output point modules.

Controller size shall be sufficient to fully meet the requirements of this specification. Each controller shall support a minimum of two (2) LAN Device Networks. The Main DDC Controller shall interface with the DDC controllers factory or field installed at all mechanical equipment. Provide any necessary "Gateway" control panels to interface with the DDC communication being transmitted by the mechanical equipment and the control system. The Main DDC Controller shall be located in the Building Mechanical Room.

- B. The Main DDC Controller shall have sufficient memory to support its own operating system and databases, including:
 - 1. Control processes
 - 2. Energy management applications
 - 3. Alarm management applications including custom alarm messages for each level alarm for each point in the system.
 - 4. Historical/trend data for all points specified and required for performing the sequence of operations specified.
 - 5. Maintenance support applications
 - 6. Custom processes
 - 7. Operator I/O
 - 8. Dial-up communications
 - 9. Manual override monitoring

- C. The Main DDC Controller shall support any combination of industry standard inputs and outputs.

- D. Provide all processors, power supplies and communication controllers complete so that the implementation of a point only requires the addition of the appropriate point input/output termination module and wiring.

- E. The Main DDC Controller shall provide a minimum two RS-232C serial data communication ports for operation of operator I/O devices such as industry standard printers, operator terminals, modems and portable laptop operator's terminals. DDC Controllers shall allow temporary use of portable devices without interrupting the normal operation of permanently connected modems, printers or terminals.

- F. The operator shall have the ability to manually override automatic or centrally executed commands at the Main DDC Controller via local, point discrete, on-board hand/off/auto operator override switches for digital control type points and gradual switches for analog control type points.
 - 1. Switches shall be mounted either within the Main DDC Controller key-accessed enclosure, or externally mounted with each switch keyed to prevent unauthorized overrides.
 - 2. The Main DDC Controller shall monitor the status of all overrides and inform the operator that automatic control has been inhibited for the specified points listed in the attached I/O summary. The Main DDC Controller shall also collect override activity information for reports.

- G. The Main DDC Controller shall provide local LED status indication for each digital input and output for constant, up-to-date verification of all point conditions without the need for an operator I/O device. Graduated intensity LEDs or analog indication of value shall also be provided for each analog output. Status indication shall be visible without opening the panel door.
- H. The Main DDC Controller shall continuously perform self-diagnostics, communication diagnosis and diagnosis of all panel components. The Main DDC Controller shall provide both local and remote annunciation of any detected component failures, low battery conditions or repeated failure to establish communication.
- I. Isolation shall be provided at all peer-to-peer network terminations, as well as all field point terminations to suppress induced voltage transients consistent with IEEE Standards 587-1980.
- J. In the event of the loss of normal power, there shall be an orderly shutdown of the Main DDC Controller to prevent the loss of database or operating system software. Non-volatile memory shall be incorporated for all critical controller configuration data and battery backup shall be provided to support the real-time clock and all volatile memory for a minimum of 72 hours.
 - 1. Upon restoration of normal power, the Main DDC Controller shall automatically resume full operation without manual intervention.
 - 2. Should the Main DDC Controller memory be lost for any reason, the user shall have the capability of reloading the Main DDC Controller via the local RS-232C port, via telephone line dial-in or from a network workstation PC.
 - 3. DDC system shall have auto-restart after power loss.

2.6 MAIN DDC CONTROLLER RESIDENT SOFTWARE FEATURES:

A. General:

The software programs specified in this Section shall be provided as an integral part of the Main DDC Controller and shall not be dependent upon any higher level computer for execution.

B. Control Software Description:

- 1. The Main DDC Controllers shall have the ability to perform the following pre-tested control algorithms:
 - a. Two-position control
 - b. Proportional control
 - c. Proportional plus integral control
 - d. Proportional, integral, plus derivative control
 - e. Automatic tuning of control loops

- C. The Main DDC Controller shall have the ability to perform all the following energy management routines and be so programmed. Coordinate with the Owner to obtain all operating schedules. One copy (on CD ROM) of the programming software with schedules shall be given to the Owner at project acceptance for back up.

1. Time-of-day scheduling
 2. Calendar-based scheduling
 3. Holiday scheduling
 4. Temporary schedule overrides
 5. Start-Stop Time Optimization
 6. Automatic Daylight Savings Time Switchover
 7. Night setback control
 8. Peak demand limiting
 9. Temperature-compensated duty cycling
 10. Print out alarm and alert responses.
- D. The Main DDC Controller shall be able to execute custom, job-specific processes defined by the user, to automatically perform calculations and special control routines.
1. A single process shall be able to incorporate measured or calculated data from any and all other DDC Controllers at the air units. In addition, a single process shall be able to issue commands to points in any and all other DDC Controllers at the air units.
 2. Processes shall be able to generate operator messages and advisories to operator I/O devices. A process shall be able to directly send a message to a specified device or cause the execution of a dial-up connection to a remote device such as a printer or pager.
- E. Alarm management shall be provided to monitor and direct alarm information to operator devices. The Main DDC Controller shall perform distributed, independent alarm analysis and filtering to minimize operator interruptions due to non-critical alarms, minimize network traffic and prevent alarms from being lost. At no time shall the Main DDC Controller ability to report alarms be affected by either operator, local I/O device or communications with other panels on the network.
1. All alarm or point change reports shall include the point's English language description and the time and date of occurrence.
 2. The user shall be able to define the specific system reaction for each point. Alarms shall be prioritized to minimize nuisance reporting and to speed operator response to critical alarms. The Main DDC Controller shall automatically inhibit the reporting of selected alarms during system shutdown and start-up. Users shall have the ability to manually inhibit alarm reporting for each point.
 3. Alarm reports and messages will be directed to a user-defined list of operator devices.
 4. In addition to the point's descriptor and the time and date, the user shall be able to print, display or store a 200 character alarm message to more fully describe the alarm condition or direct operator response.
 5. In dial-up applications, operator-selected alarms shall initiate a call to a remote operator device.
- F. A variety of historical data collection utilities shall be provided to manually or automatically sample, store and display system data for points as specified in the I/O summary.

1. Any point, physical or calculated may be designated for trending. Any point, regardless of physical location in the network, may be collected and stored in the Main DDC Controller point group. Two methods of collection shall be allowed: either by a pre-defined time interval or upon a pre-defined change of value. Sample intervals of 1 minute to 7 days shall be provided. The Main DDC Controller shall have a dedicated RAM-based buffer for trend data and shall be capable of storing a minimum of 50 data samples. All trend data shall be available for use in 3rd party personal computer applications (i.e. Microsoft Excel).
 2. The Main DDC Controller shall also provide high resolution sampling capability for verification of control loop performance. Operator-initiated automatic and manual loop tuning algorithms shall be provided for operator-selected PID control loops as identified in the point I/O summary.
 - a. Loop tuning shall be capable of being initiated either locally at the DDC Controller, or remotely using dial-in modems. For all loop tuning functions, access shall be limited to authorized personnel through password protection.
- G. The Main DDC Controller shall automatically accumulate and store run-time hours for digital input and output points and automatically sample, calculate and store consumption totals for analog and digital pulse input type points, as specified in the point I/O summary.
- H. The Main DDC Controller shall provide for control of central HVAC systems and equipment including, but not limited to, the following:
2. Powered Induction Units
 3. Fans
 4. Rooftop Units
- I. Provide an ink-jet type printer for recording alarms, operator transactions and systems reports, meeting the following minimum requirements: 4 page per minute print speed at 600 dot per inch resolution. Manufacturer of the printer shall be Canon, IBM, HP, Epson, or Lexmark. Printer shall be located at the **Building Main Mechanical Room**.
- J. **Provide a laptop computer for graphical user interface. Laptop shall have state of the art processor capabilities with processing speed, RAM, and disc memory space sized to allow for real time interface with the controls system with no degradation in system response time capability. Laptop shall be complete with min. 17" screen, touch pad, 4 hour battery capability and spare battery, 2 network cable connections, integral wireless network interface card, 3 USB ports, memory card port, CD drive reader and burner, integral speakers, Windows operating system and all software required for interface with the controls system.**

2.7 GRAPHICS:

- A. The system graphical operator interface shall include a digital photo of the completed project on main page with links to each overall floor plan; building section; mechanical

rooms, duct systems; and interfaces to associated controls systems (fire alarm, lighting controls, and security system).

- B. Graphical floor plans shall indicate all equipment, motorized dampers, and sensors. System and equipment operating status, device positions, set points, and sensor readings shall be displayed. Provide full overall floor plans and either dynamic zoom or quick links to part plans.
- C. Graphical schematic diagrams of equipment shall be provided for all monitored and controlled equipment; linked to plans and schematics; with all equipment and system input and output data indicated on and dynamically adjustable from the graphical displays.
- D. Equipment operating status, device positions, control set points, and sensor status shall be displayed on all graphical drawings. System and equipment status and set points shall be dynamically modifiable direct from graphical drawings.
- E. Graphical drawings shall indicate all equipment and device tags and shall reflect the final design drawings with all revisions all dimensional data and miscellaneous notes removed.
- F. Control points naming for equipment and systems shall match the design drawings tags and shall provide logical naming for system components without tags (systems, dampers, sensors, set points, etc.) that include associated equipment tags where applicable. Generic manufacturer's default names only are not acceptable. Provide a link to a legend for control point naming convention.

2.8 FEATURES:

The BMS shall have at a minimum the following features:

1. Time of Day Scheduling (TOD)
2. Automatic Daylight Savings Time Changeover
3. Override TOD a each sensor with on/off & cancel
4. Morning Warm-up & Night Setback
5. CO2 Demand Ventilation
6. Internal Modem to alarm to alphanumeric pager. Annunciation to the page shall include: The name of the panel (site name), Device Name, Time/Date stamp, Alarm Text string for the alarm
7. Supply Air Temperature/Pressure Control
8. Discharge Air Temperature/Pressure Reset
9. Fan Pressure Optimization
10. Lighting Control TOD Scheduling
11. Graphic user interface touch pad to interrogate the system with password protection.

Each VAV RTU shall measure duct static pressure and modulate its VFD to maintain duct static pressure set point. Economizers shall be enabled when OA enthalpy is conducive for free cooling. Economizer dampers shall modulate to maintain mixed air temperatures to 55°F (adj) when the outside air temperature falls below this discharge air temperature set point (i.e. 55°F adj). Each RTU will be equipped with a power exhaust fan for pressure relief during the economizer cycle. The following points shall be transferred to the BMS for control and alarming functions.

1. Unit operating mode
2. Unit failure status
3. Cooling failure
4. Emergency service stop indication
5. Supply fan proving
6. Timed override activation
7. Zone temperature
8. Supply air temperature
9. Cooling status (all stages)
10. Stage activated or not
11. Stage locked out by Controller
12. HPC status for each stage
13. LPC status for each stage
14. Compressor disable inputs
15. Number of stages activated
16. High temperature limit status
17. Economizer status
18. Enthalpy favorability status
19. Damper position
20. Outside air temperature
21. OAT sensor (Fail/Normal)
22. SAT sensor (Fail/Normal)
23. RAT sensor (Fail/Normal)
24. Zone temperature sensor (Fail/Normal)
25. Mode input (Fail/Normal)
26. Static pressure transducer (Fail/Normal)
27. Unit mounted potentiometer (Fail/Normal)
28. SAT from potentiometer (Fail/Normal)
29. Air reset set point from potentiometer (Fail/Normal)
30. Unit Configuration data (cooling with specific heat type)
31. Economizer present
32. Local set point
33. Local mode
34. VFD %
35. CO2 Level (As detailed on the Drawing)
36. Power Exhaust Fan Status

Each PIU shall communicate the following the following points shall be transferred to the BMS for control and alarming functions.

1. Cooling CFM
2. Heating/Cooling Setpoints
3. Zone Temperature (fail)
4. CO2 (As detailed on the Drawing)
5. Heat (fail/status)
6. Fan Status (on/off/fail)

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine areas and conditions under which control systems are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.2 INSTALLATION

- A. General: Install systems and materials in accordance with manufacturer's instructions, roughing-in drawings, and the Contract Documents. The controls shall be installed to provide a completely functional and fully coordinated system of control. The controls shall include all components required to meet the specified sequences of operation.
- B. Fasten flexible connections, bridging cabinets and doors, neatly along hinge side, and protect against abrasion.
- C. Number-code or color-code control wiring for future identification and servicing of control system.
- D. Controls, specialties, and accessories shall be installed so as to allow ready accessibility for operating, servicing, maintaining, and repairing.
- E. The Contract Documents have been prepared with consideration given to avoid interferences with other trades and building appurtenances; however, interferences may exist. It is the responsibility of the controls Contractor to coordinate the activities to eliminate all interferences.
- F. Contract Documents shall be considered schematic only, and are not intended to indicate all changes in direction and necessary fittings to be provided by the Contractor. Conduit and piping may be relocated or offset for proper clearances. Deviations from Contract Documents shall have the Owner's Representative's approval prior to submitting bids. Cost of these deviations to avoid interferences shall be a part of the original contract.
- G. The design intent, i.e., pitches, velocities, pressure drops, voltage drops, cable pulling tensions, etc., shall not be greatly altered without the approval of the Owner's Representative.
- H. RECORD drawings shall reflect ALL deviations.

3.3 SEQUENCES OF OPERATION

A. GENERAL

- 1. DDC system: Provide full DDC control and monitoring of all mechanical systems. The following sequences represent the level of control desired. Refer

to equipment specifications for information on digital controllers supplied from factory with HVAC equipment. DDC system provided in this section shall interface with factory and field installed digital system controllers.

2. Failsafe Operation: Install all digital outputs, and normal valve positions for fail-safe operation to full mechanical cooling.

B. Airside Systems

1. Single Zone Constant Volume Packaged Rooftop Units (RTU's): shall be supplied with Product Integrated Controls from the equipment manufacturer or field installed.
2. The RTU shall be provided with a unit control panel which will interface with the remainder of the DDC SYSTEM and provide standalone controls to operate the unit at default operating parameters in the event of DDC SYSTEM failure (or loss of communication with the network).
 - a. Occupied mode:
 - 1) The fan shall run continuously during "Occupied Mode", the mixing box air damper shall open to the minimum outside air position after morning warm-up cycle is complete. Unit fans shall shut down upon any safety device sensing an abnormal condition and signal the DDC control panel and the network printer.
 - 2) The following functions shall be performed:
 - a) The Rooftop Unit (RTU) fan shall cycle with compressor or heat operation during the "Occupied Mode".
 - b) The RTU cooling shall be turned ON and the cooling control shall be interlocked with its condensing section to energize the compressors and condenser fans and RTU supply fan as required to maintain a supply duct temperature set point of 55F, adjustable. The supply fan shall modulate to maintain medium pressure duct static pressure setpoint of 1.0" to 1.5" (adjustable). The PIU's shall modulate primary air dampers to supply air to the spaces to maintain space temperatures of 75F, adjustable.
 - c) RTU heating control shall be interlocked with its electric heating coil stages to operate in conjunction with the supply fan to maintain a minimum supply air temperature of 55°F, adjustable. Heating coil shall not energize until air flow is confirmed via an air flow switch mounted downstream of the RTU. Heating shall operate during morning warm up mode, and during cooling mode in winter when OA dampers have closed to minimum positions and heat is required to maintain 55F mixed (RA/OA) air temperature.

- d) RTU OA dampers shall modulate in response to space CO2 sensors to maintain 800 ppm maximum (adjustable) at the worst case sensor reading.
 - d) Outside air economizer system: When the outside air conditions are suitable and the unit is in the cooling mode, the controller shall modulate the outside air, relief air, and return air motorized dampers and powered relief fan to provide free cooling. Powered relief fan VFD shall modulate and track with supply fan VFD to maintain a positive building pressurization of 0.05" to 0.25" WG (adjustable).
- b. Unoccupied mode:
- 1) The unit shall be indexed to the Unoccupied mode through any of the following: remote override contact, expiration of remote timed override, network occupancy schedule, or local thermostat occupancy schedule:
 - a) Unoccupied heating shall be provided by the PIU's when the space temperature falls below the unoccupied heating setpoint of 60°F (adjustable). Should the space temperature fall below 55°F (adjustable), the supply fan shall start and the PID heating coil algorithm shall modulate a the RTU heater to assist the PIU's to maintain the unoccupied heating set point. During unoccupied heating, the outside-air dampers shall remain closed and the RTU shall recirculated only. The supply fan and RTU heater shall turn OFF when the unoccupied space temperature reaches set point of 55°F.
 - b) Unoccupied cooling shall be provided if the space temperatures reach 85F, adjustable. The RTU cooling shall be turned ON, the supply fan shall modulate to maintain medium pressure duct static pressure setpoint of 1.0" to 1.5" (adjustable), and the PIU's shall modulate primary air dampers to supply air to the spaces. The supply fan shall turn OFF when all space temperatures are below the desired space temperature set point of 85F.
 - c) Remote timed override of the unit from the Un-occupied mode to the Occupied mode shall be standard on each unit. The space temperature sensor shall contain an override button that will index the unit to the Occupied mode for up to 4 hours.
 - d) Remote Override Capability shall also be provided through an external dry contact input. Whenever the contact input is shorted by an external device, the unit shall operate in occupied mode. When the contact opens, the unit will revert back to normal operation.
 - e) Optimal start shall heat or cool the controlled space prior to occupancy. The algorithm shall utilize space

- temperature, and individual building recovery factors for heating and cooling as well as the occupancy schedule.
- c. Safety devices shall be as follows:
 - 1) Smoke detector in supply ducts of air units for 2000 CFM and above capacity; activation shall send a signal to the fire alarm system. Provide smoke detector override to re-start AHU's required to operate during smoke control operation as specified herein.
 - 2) Freezestats located on the inlet of the cooling coil shall shut down fans and close the out-side air dampers if temperature below 40F is sensed by any one foot of the element. Activation of the freezestat shall initiate an alarm at the network printer.
 - 3) Units' fan shutdown from the duct detectors shall be provided by the automatic temperature controls contractor. Contractor shall coordinate this alarm condition for providing a signal to the fire alarm system.
 - 4) The units shall run subject to smoke detectors and shall be interlocked to the building Fire Alarm System and shall be OFF during alarm.
3. Additional control sequences:
- a. Supply Air Static Pressure Reset – The DDC SYSTEM shall scan all Terminal Units which are in the occupied mode and being supplied air by the AHU. The maximum air valve/damper position shall be noted as the critical zone. If the critical zone is greater than 95% open then the AHU Supply Air Static Pressure Setpoint shall be reset down .1" wg every 10 minutes until the critical zone is less than 95% open. Minimum Supply Air Static Pressure Setpoint shall be .8" wg. If the critical zone is less than 85% open, then the AHU Supply Air Static Pressure Setpoint shall be reset upward .1" wg every 10 minutes until the critical zone is greater than 85% open. Maximum Supply Air Static Pressure Setpoint shall be 2.0" wg.
 - i. Supply Air Temperature Reset – If the DDC SYSTEM has reset the Supply Air Static Pressure to it maximum or minimum setpoints and the critical zone damper position is still greater than 95% or less than 85% then the DDC SYSTEM shall begin to adjust the Supply Air Temperature Setpoint in the manner described above. Reset shall be 1 degree F every 10 minutes and shall not be reset lower than 55 degrees F or greater than 62 degrees F.
 - j. Startup Mode - When the unit is turned ON prior to building occupation by the DDC SYSTEM for optimal start, heating or cooling is provided as required by space temperature. The DDC SYSTEM holds the AHU supply fan OFF in the heating mode until the zone temperature is greater than the user entered occupied heating setpoint. The outside air damper shall remain closed until the occupied time of the zone. When the Terminal units zone temperatures reach setpoint, the AHU fan shall start. In morning warm-up mode, Terminal Units shall control to occupied heating setpoint

- k. Demand Limit Mode - Under conditions of high electrical demand, Terminal Units cooling setpoints shall be automatically raised by an operator defined amount. The reduced cooling requirement unloads the AHU. Temperature limits will be provided to ensure occupant comfort.
- l. Night Setback Temperature Control - During unoccupied hours, the system shall be controlled by the DDC SYSTEM to maintain user defined unoccupied heating and cooling setpoints in the space. The outdoor air damper shall remain closed during night setback operation.
 - 1) Associated Terminal Units control to their unoccupied heating and cooling setpoints.
- m. Outdoor Air Ventilation Control - The use of outdoor air for ventilation shall be provided only during scheduled hours of occupancy and during periods of timed override.
- n. Low Ambient Compressor Lockout - Compressor operation shall be disabled below a user defined outdoor air temperature.
- o. Timed Override - When a timed override is initiated by the user, the system will return to its normal occupied mode for a user determined period of time. When the timed override period has ended, the unit shall automatically shut down. The DDC SYSTEM shall monitor and store the override time for each timed override input for documentation of after- hours operation.
 - 1) Terminal Units in the effected zone shall control to their occupied setpoints while the unit is in timed override operation.
- p. Emergency Shutdown - The unit will shut down in response to a customer supplied contact closure to the DDC SYSTEM indicating the presence of a fire or other emergency condition.
- q. Diagnostics/Protection - The DDC SYSTEM system shall be able to alarm from all sensed points from the self contained units and diagnostic alarms sensed by the unit controller. Alarm limits shall be designated for all sensed points.
- r. The DDC SYSTEM shall graphically display the following points for the RTU.
 - Supply Fan - VFD status and % speed
 - Supply Air temperature
 - Supply Air temperature setpoint
 - Supply Air pressure
 - Supply Air pressure setpoint
 - Economizer status
 - Status of all compressors on/off
 - Control state of all compressors on/off
 - Dirty Filter
 - Mixed Air Temperature
 - Specific Alarm diagnostic messages which occur at the AHU Control Panel
- s. A low limit temperature sensor (set at 35° F) located at AHU inlet shall stop the supply fan and close the associated outside air damper when the mixed air temperature falls below set point.
- t. Air filters shall have both a filter gauge and a filter differential switch for alarm to the DDC SYSTEM.

3. Terminal Units:
 - A. The powered induction units (PIU's) shall be monitored by the DDC SYSTEM for the following points: space temperature, space cooling setpoint, space heating setpoint, air valve position (% of full open), PIU fan status (off/on) and PIU electric heat operation (% energized).
 - B. The PIU's shall run subject to the building's fire alarm system and shall be OFF during alarm.
 - C. The PIU's shall be provided with individual unit control which will interface with the remainder of the DDC SYSTEM and provide standalone controls to operate the terminal units at default operating parameters in the event of DDC SYSTEM failure (or loss of communication with the network).
 - D. The terminal units shall be controlled by the DDC SYSTEM, via space sensors, as follows:
 1. Normal operation: the "series" type PIU fan shall operate continuously, with primary air valve and electric heat (where applicable) sequenced to maintain setpoints (75°F cooling, 72°F heating, adjustable). The "parallel" type PIU fan shall only operate upon a call for heating.
 2. Setback operation: the primary air valve shall be fully closed and the PIU fan and electric heat shall operate intermittently to maintain setpoint (65°F, adjustable).
 3. After Hours operation: the affected unit(s) shall operate per sequences for Normal operation.
 4. Warm-Up operation: the primary air valve shall be fully closed, with the PIU fan and electric heat operating intermittently as required to maintain setpoint specified for Normal operation. Start time optimization shall be utilized for the Warm-Up cycle.
 - E. PIU fans shall be interlocked, except during Warm-up (see below) and Setback operation, with the AHU. The DDC SYSTEM shall provide enable/disable control of the PIU's. When PIU fan is off, air valves shall go to their minimum open position.
 - F. The normally closed primary air valve shall open/close in response to space temperature. On a fall in space temperature, the room sensor shall close the terminal unit inlet air valve to its minimum open position.
 - G. The integral electric heat is energized in stages on further drop in temperature. Electric heaters shall not be energized until primary air valve is closed to its minimum scheduled position.
4. Miscellaneous Systems:

1. Toilet Exhaust fans shall be controlled by the DDC system to run during Occupied hours and shut down during Unoccupied hours.
2. IT room Exhaust Fans shall operate after hours to provide ventilation when RTU and VAV have shut down. Fan shall operate in response to wall mounted T'stst set at 80F (adjustable from 70 to 90F)
3. Refer to "Fan Schedule" on the drawings for specified sequence and interlocks.
3. Fan Shutdown: All air units and fans shall shutdown upon life safety automatic fan shutdown via duct mounted smoke detector and/or signal the fire alarm system. Global fan shutdown shall be provided for all fans and air units upon activation of the fire alarm system.

3.4 CALIBRATION OF INSTRUMENTATION AND CONTROLS

- A. All controls and instrumentation shall be calibrated a minimum of two times and included in the contract. One shall occur during the summer months and the other during the winter months at such time when ability of equipment to perform at design capacity can be demonstrated.

3.5 ELECTRICAL INSTALLATION REQUIREMENTS:

- A. General: Electrical work performed in the installation of the automatic temperature controls as described shall be in accordance with Division-16 Specifications and the National Electrical Code (NEC) and applicable state and local codes. All wiring shall be installed in conduit where wiring system is exposed in the mechanical room. Where exposed, plenum rated wiring and conduit shall be run parallel to building lines properly supported and sized at a maximum of 40% fill. In no cases shall field installed conduit smaller than 1/2" trade size be allowed. Mount controllers at convenient and accessible locations

3.6 ADJUSTING AND CLEANING:

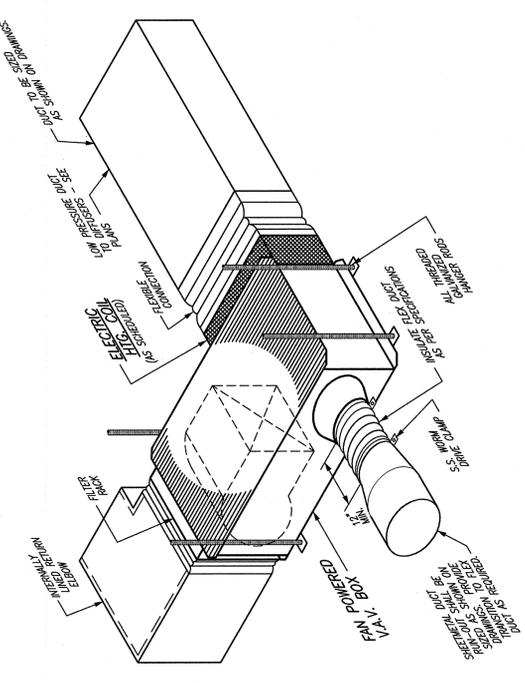
- A. Start-Up: Start-up, test, commission, and adjust the automatic temperature controls. Demonstrate compliance with requirements to the Owner and his representative. Replace damaged or malfunctioning controls and equipment. The Contractor shall provide building commissioning on all mechanical equipment and controls.
- B. Cleaning: Clean factory-finished surfaces. Repair any marred or scratched surfaces with manufacturer's touch-up paint.
- C. Final Adjustment: After completion of the installation, perform final calibrations and adjustments of the equipment provided under this Contract and supply services incidental to the proper performance of the automatic temperature controls under warranty.

3.7 CLOSEOUT PROCEDURES:

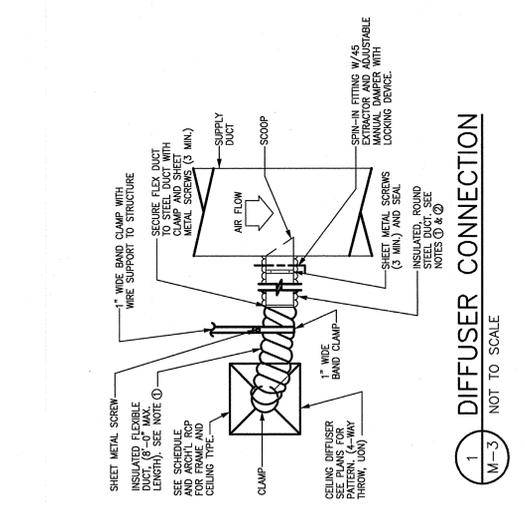
- A. Owner's Instruction: Provide three copies of an operator's manual describing all operating and routine maintenance service procedures to be used with the temperature control supplied. Provide control shop drawings, submittal material, Operating and Maintenance (O & M) manuals, "as-built" drawings along with the address, telephone number, and name of the control system manufacturer's local branch office service manager to the Owner. Instruct the Owner's personnel of these procedures during the startup and test period. The duration of the instruction period shall be no less than 12 hours (3 sessions at 4 hours each or as determined by Owner), during normal working hours. The training sessions shall be videotaped and turned over to the Owner upon completion.

- B. Turn over to the Owner two sets of any special tools and keys needed for the operation, adjustment, or resetting of the control equipment. These tools and keys shall be individually tagged indicating their function and each set packaged in a labeled box.
- C. The Contractor shall provide all other necessary shop drawings, submittal data, O & M manuals, and "as-built" drawings to the Owner's Representative.
- D. Acceptance: Upon completion of the calibration, startup the system and perform all necessary testing and run diagnostic tests to ensure proper operation. The controls Subcontractor shall be responsible for performing the sequence of control specified. Schedule training instructions and the acceptance test with at least seven (7) days notice to the Owner's Representative.
- E. Warranty: Control devices and installation shall be warranted to be free from defects in workmanship and material for a period of one year from the date of the Owner's Representative's final Certificate. In addition, all parts shall be warranted for one (1) year. Any equipment or labor found to be defective during this period shall be repaired or replaced without expense to the Owner. Factory authorized warranty service shall be available within 150 miles of jobsite.

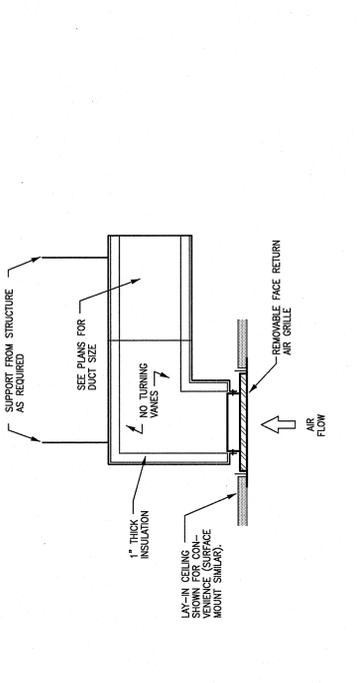
END OF SECTION 15950



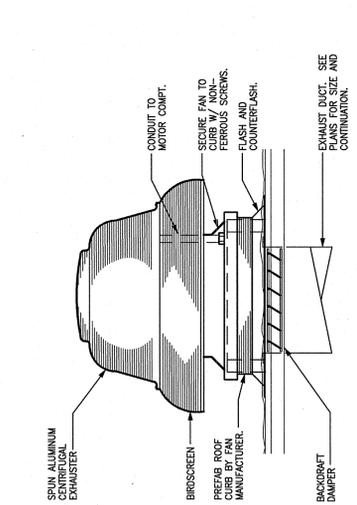
2 FAN POWERED VARIABLE AIR VOLUME BOX
M-3 NOT TO SCALE



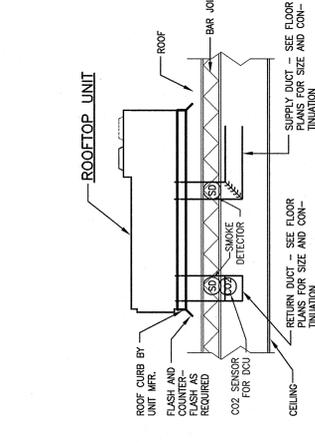
1 DIFFUSER CONNECTION
M-3 NOT TO SCALE



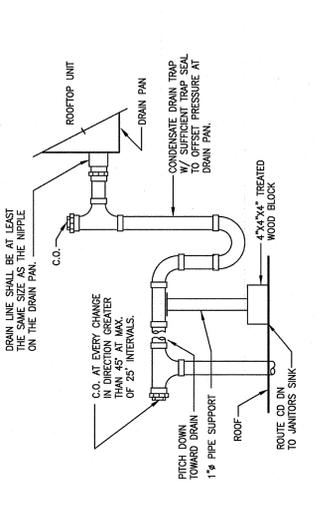
6 RETURN AIR BOOT ON GRILLE DETAIL
M-3 NOT TO SCALE



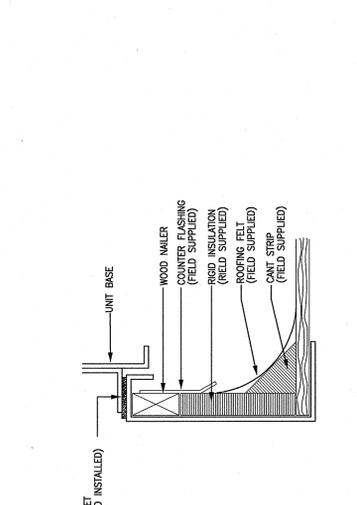
5 CENTRIFUGAL ROOF FAN
M-3 NOT TO SCALE



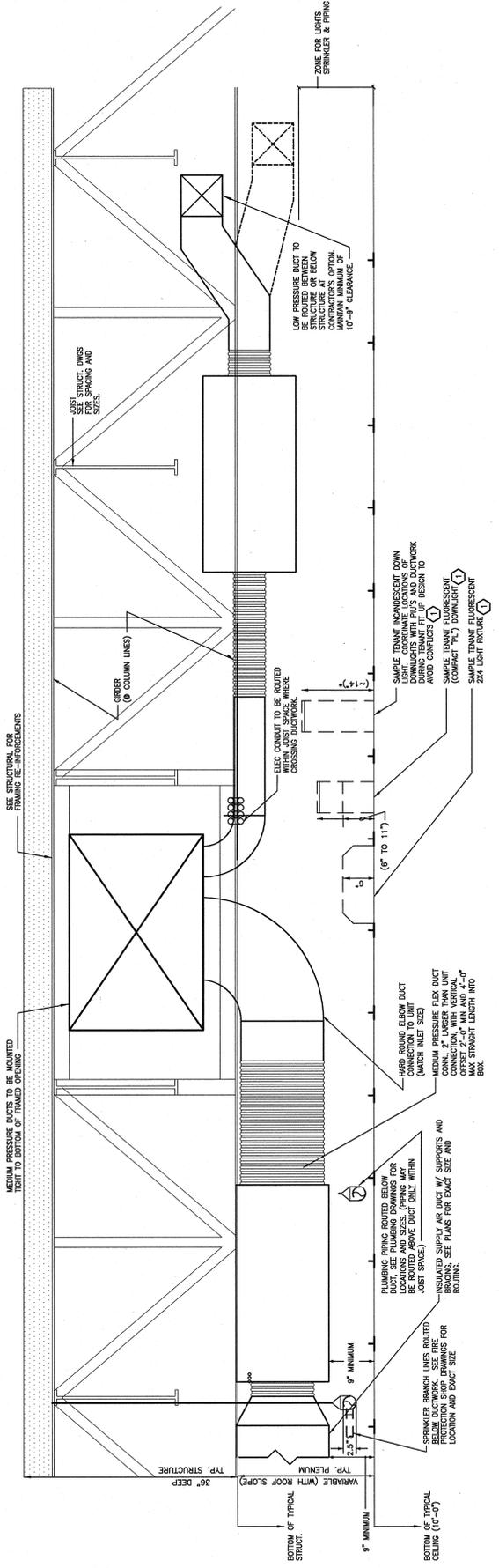
4 ROOFTOP UNIT DETAIL
M-3 NOT TO SCALE



3 CONDENSATE DRAIN TRAP DETAIL
M-3 NOT TO SCALE



7 CURB SECTION
M-3 NOT TO SCALE



8 TYPICAL CEILING PLENUM SECTION
M-3 1" = 10"

KEY NOTES:

1. ALL LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE LIGHTING LAYOUT AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LIGHTING LAYOUT AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LIGHTING LAYOUT.