



PURCHASING DEPARTMENT
1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400/FAX (770) 528-1154

Mark Kohntopp
INTERIM DIRECTOR

ADDENDUM No. 1

**Sealed Bid # 11-5546
Energy Efficiency HVAC Retrofit
North Cobb Police/Fire Facility
DATE: November 18, 2010**

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The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

Proposers shall acknowledge receipt of this addendum.

Include this original form inside your proposal package.

This Addendum consists of:

- **Minutes of the November 15, 2010 Pre- Bid Meeting**
- **Changes to the specifications**
- **Attached Sample Contract**
- **Pre-Bid Meeting Attendee List**

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008.

Electronic / faxed bid response will not be considered.

I acknowledge that I have received Addendum No. 1

**Sealed Bid # 11-5546
Energy Efficiency HVAC Retrofit
North Cobb Police/Fire Facility**

Company Name

Signature

Date Sent to Purchasing

Please Print Name

Please sign, date, and return this form ONLY to:
Cobb County Purchasing Department
Fax #: 770-528-1154
E-Mail: purchasing@cobbcounty.org

Please note: The deadline for questions is: November 19, 2010 by 5:00 pm
Any questions received after this deadline will not be considered.

Cobb County SEALED BID 11-5546
Energy Efficiency HVAC Retrofit: North Cobb Police-Fire Facility

ADDENDUM #1 – DATED November 18, 2010

BIDDERS ACKNOWLEDGE RECEIPT OF ADDENDA BY INSERTING THEIR NUMBER AND DATE ON THE BID FORM. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION. ADDENDA FORM PART OF THE CONTRACT DOCUMENTS.

IN THE EVENT OF A CONFLICT BETWEEN THESE ADDENDUM ITEMS AND THOSE IN THE OTHER PARTS OF THE CONTRACT DOCUMENTS, THESE ADDENDUM ITEMS SHALL TAKE PRECEDENCE AND GOVERN.

Item # 1: Minutes from the pre-bid meeting held November 15, 2010:

I. County Bidding Requirements

Bill Thomas, Cobb County Purchasing, outlined the general bid rules.

- ◆ **The bid must be received at Purchasing by 12 PM on December 2, 2010.** It will not be accepted after that time.
- ◆ Bids will be publicly opened 2:00 p.m. on December 2, 2010 at Purchasing. Bidders may attend the bid opening. It will not be broadcast.
- ◆ There should be 3 copies in addition to the original, with the original clearly marked.
- ◆ Please place the bid label provided on the outside of the bid package. If the label is not used, the bidder's name, with bid name, number and due date must be clearly visible on the outside of the package, since accidental opening would cause it to no longer be a sealed bid. If more than one package or box is used, clearly mark information on all packages and number packages as #1, #2, etc.
- ◆ A bid bond covering five percent (5%) of the base bid amount must be included, or the County cannot read or otherwise accept the bid. A certified or cashier's check can be in lieu of the Bid Bond or it can be in cash with proof of identification.
- ◆ Bid Exhibit A – Contractor Affidavit and Agreement, signifying compliance with the Georgia Security and Immigration Act, **MUST BE FULLY EXECUTED, NOTARIZED, AND RETURNED WITH THE BID.** Failure to include a fully executed Affidavit will result in the bid being deemed non-responsive. The other compliance documents (Exhibits A-1 and A-2) will be required at the time of contracting with the successful bidder.
- ◆ All questions are to be sent to the Purchasing Department via facsimile @ 770-528-1154 or E-mail at Purchasing@ cobbcounty.org no later than 5:00 PM on November 19, 2010. Place the bid number and bid name on all correspondence.
- ◆ Minutes of this meeting, with an attendance list, will be provided via this addendum.
- ◆ All addenda for this bid are available for viewing and downloading from the Cobb County Purchasing Dept. website, <http://purchasing.cobbcountyga.gov/> under the bid opportunities section for this bid. It is the responsibility of Bidders to view the website and all addenda, and to note addenda on their bid form.

II: Introductions – Cobb County Staff

In addition to Mr. Thomas, the following Cobb County staff was introduced:
From Cobb County Property Management: Chuck Hunt, – Utility Analyst; Scott Barfield, Operations Manager; Mike Perrow, HVAC Supervisor;

III: Bid Review and Responses to Attendee Questions

- ◆ The Property Management team members present today will be the project managers on this project. Mr. Reggie Knight will also be part of our team and will conduct Davis-Bacon compliance duties.
- ◆ This project is funded through federal grants under the American Recovery and Reinvestment Act of 2009, and the Energy Efficiency and Conservation Block Grant program. All terms and conditions of these federal programs must be followed. These are summarized in Section 01000 of the Specifications in the bid documents. In particular, requirements of the grants include compliance with the Davis Bacon wage act, and the Buy American requirement from the American Recovery and Reinvestment Act of 2009.
- ◆ Contractors should exercise due diligence in ensuring equipment selected meets the Buy American requirements as it has been the County's experience some manufacturers and distributors have misrepresented their products as compliant. Only products physically assembled in the United States comply – products assembled in Canada, Mexico, or other NAFTA or Free Trade Agreement countries are not eligible.
- ◆ Payment and Performance Bonds will be required.
- ◆ A Sample Contract is included in the bid document. By submitting a bid, the contractor is agreeing to accept and execute the contract without changes.
- ◆ The site visit originally scheduled for Tuesday, Nov. 18 is postponed to Wednesday, Nov. 19 due to a forecast of inclement weather. It will commence at 9:00 AM.
- ◆ The contractor will be expected to provide recycling and responsible disposal practices in accordance with Cobb County's Waste Stream Management Plan. A copy of the plan can be downloaded from the Purchasing Dept. website (see above).
- ◆ Q: What is the contractor's responsibility regarding fire and smoke detectors?
A: Detection devices are located in the downstream air ducts, not in the units, so there should be no need to disturb these devices. The contractor will be responsible for the normal tie-in of detector wiring.
- ◆ Q: What building control system is to be used?
A: There is no building control system. The specifications call for internet accessible thermostats to be provided for all new HVAC units.
- ◆ Q: What kind of internet access, gateways, routers, etc. will the contractor have to provide? Will we have to provide a data drop to each thermostat?
A: While the contractor and Cobb County will select the final thermostat products to be used, our projects to date have not required a data drop to each thermostat, but have used a single wireless router requiring a single drop. Related to this, Cobb County will expect the contractor to provide a shelf for mounting any router in the facility data room where a data drop is available.
- ◆ Q: Re: Davis-Bacon wage rates: There are two categories of HVAC technicians, including one for a sheet metal worker, with different wage rates. Since we are not installing ductwork, can we assume we will not have to classify our employees as sheet metal workers?
A: We concur we do not expect any sheet metal work to be required since the project only calls for new equipment curbs. However, the County will not provide specific guidance on which labor classes are applicable. It is the responsibility of the Bidder to determine applicability.
NOTE: For additional information or guidance, bidders should refer to the U.S. Dept. of Labor website <<http://www.wdol.gov/>>.

- ◆ Q: Is there roof access?
A: Yes, via roof hatch(es).
- ◆ Q: What is an example of instances where products have not met Buy American requirements?
- ◆ A: We have had a couple of instances where controls and HVAC equipment was made in Mexico and was rejected. But most of our experiences with problems were with lighting products. Please just be careful to ensure the supplier can document the source of the equipment.

Item 2: Changes to Specifications

The Specifications section of the bid documents shall be amended as follows:

I. The following section numbers following paragraph 1.05 STANDARDS in Section 01010 shall be corrected as follows:

- 1.01 INSPECTION AND ACCEPTANCE OF THE WORK is renumbered to Paragraph 1.06
- 1.02 WORK COORDINATION, SCHEDULING AND SEQUENCE is renumbered to Paragraph 1.07
- 1.03 EQUIPMENT SELECTION and PERFORMANCE OBJECTIVES is renumbered to Paragraph 1.08

II. Add the following new subparagraphs to Section 01010 Paragraph 1.05 C:

- (g) All HVAC rooftop units shall be equipped with Hail Guards;
- (h) All HVAC rooftop units shall be equipped with, and programmed for, dual enthalpy economizer controls.
- (i) Contractor shall reinstall the existing lightning protection equipment (air terminals, lightning rods, bases, wiring, etc.) currently mounted to HVAC units to the new units provided and ensure tie-in to building protection wiring.

III. Add the following new subparagraph to Section 01010 Paragraph 1.07 (as renumbered above):

- K. County will coordinate with contractor on the routing and placement of cranes as required for equipment removal and placement, as well as placement of any dumpsters, recycling bins, etc. if required.

END OF ADDENDUM #1
Sample Contract Attached

CONTRACT

Date:10/13/2010

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

CONTRACTOR: NAME AND ADDRESS ("Contractor")

WORK: GENERAL CAPTION ("Work")
(General caption only)

PROJECT: DESCRIPTION AND LOCATION DETAILS ("Project")

ARCHITECT-ENGINEER: n/a ("Architect")

CONTRACT 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.)

Owner, and Contractor, with offices at the addresses shown above, agree 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"). The Work shall be performed by Contractor 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 and 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 being applied for. 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 backcharges 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, 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 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 Schedule 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 the County forms attached hereto as Exhibit "B" and Exhibit "C", respectively, 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. The surety 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. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses under the bond, including both engineering and legal services, shall lie against the bond. The Contractor shall 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.

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.
5. Builder's Risk: Full amount of contract price. Cobb County shall be listed as a Loss Payee under this insurance.

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. **Builder's Risk**

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

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

4. 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

A. Contractor shall furnish the County with five original certificates of insurance, each 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 name of the Insured on the Certificate must exactly match the name on the Agreement/Contract and on the Design/Builder's corporate seal. Each certificate must have an original signature in blue ink or a stamped signature in blue ink. Photocopies are not acceptable.

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

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

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

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

1. The certificate for All Coverage shall include the following Cancellation endorsement, worded exactly as follows: *“Should any coverage be suspended, voided, cancelled or, reduced in coverage or in limits, thirty (30) days prior written notice delivered by certified mail, return receipt requested, will be given to the Certificate Holder.”*
2. The certificate for General Liability and Automobile coverage shall include the following endorsement, worded exactly as follows: *“Owner, its officers, officials, employees and volunteers are covered as additional insureds as respects liability arising out of actions performed by or on behalf of the Design/Builder; products and completed operations of the Design/Builder; premises owned, occupied or used by the Design/Builder; or automobiles owned, leased, hired or borrowed by the Design/Builder.”*
3. The certificate for Worker’s Compensation and Employers’ Liability coverage shall include the following endorsement, worded exactly as follows: *“The insurer agrees to waive all rights of subrogation with respect to Worker’s Compensation and Employers’ Liability Coverage against the Owner, its officers, officials, employees, and volunteers for losses arising from work performed by the Design/Builder for the Owner.”*

E. 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.

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. 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, pronoun terms used herein shall include the masculine and feminine, and singular terms shall include the plural, and vice versa.

(f) **Immigration Compliance.** The Owner and Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor represents that it employs:

- _____ 500 or more employees;
- _____ 100 or more employees; or
- _____ fewer than 100 employees

(Contractor must initial appropriate category).

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

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

To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and

To secure from the subcontractor(s) an affidavit attesting to the subcontractor(s)' compliance with O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as **EXHIBIT A-1**; and

To submit such subcontractor affidavit(s) to the Owner when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

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

(g) **Compliance with O.C.G.A. § 36-60-13.** Owner and Contractor agree that this Agreement is subject to the terms of O.C.G.A. § 36-60-13. In accordance with such provision, this Agreement is for a term of one year and shall terminate absolutely and without further obligation on the part of Owner at the close (December 31) of the calendar year in which it was executed and at the close (December 31) of each succeeding calendar year for which it may be renewed, unless earlier terminated as provided in this Agreement, or renewed as provided herein. This Agreement will automatically renew at 12:01 January 1 of the following calendar year unless the Owner notifies the Contractor in writing at least thirty (30) days prior to termination that the Agreement will not be renewed. Further, this Agreement will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the Owner. This Agreement does not create a debt of the Owner for the payment of any sum beyond the calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

(h) **Conflict of Interest Affidavit.** Contractor agrees, and shall execute an affidavit in the form as attached hereto as Exhibit "E" attesting that, to the best of its knowledge no circumstances exist that will cause a conflict of interest in performing services for Owner, that no employee of Owner, nor any public agency official or employee affected by this Agreement 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 Owner.

(i) **Non-Collusion Affidavit.** Owner and Contractor acknowledge that 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)]. In compliance with O.C.G.A. § 36-91-21(d),(e) Contractor shall make the oath and complete an affidavit in the form as attached hereto as Exhibit "F". If such oath is false, this agreement shall be void, and all sums paid by the Owner on the Agreement may be recovered by appropriate action.

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

OWNER:

COBB COUNTY BOARD OF COMMISSIONERS
100 Cherokee Street
Marietta, GEORGIA 30060

By: _____
Timothy D. Lee, Chairman

Attest: _____
County Clerk

Approved as to Form:

County Attorney

CONTRACTOR:
NAME
STREET
CITY, STATE ZIP

By: _____

Attest: _____

Title: _____

Title: _____

(SEAL)

(SEAL)

CONTRACTOR CHECK ONE: Corporation Partnership/Joint Venture Individual

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

License No(s): _____ License Classification(s): _____ Expiration Date: _____

FEDERAL EMPLOYER

ID #: _____

BUSINESS LICENSE #: _____

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

The contractor shall complete all work per the Contract Documents.

Contractor acknowledges that this is an occupied public building, and as such, certain precautions will be required of the Contractor in regards to noise and dust control. 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:

NOTE TO BIDDERS: Documents referenced below are included in the Sealed Bid Documents are not reprinted herein, but will be incorporated into the final contract.

- RFP, dated 29 October 2010
- Contractors Bid proposal, dated 12/02/2010
- Exhibits "A", "A-1", and "A-2" Immigration Reform and Control Act Contractor/Subcontractor Affidavits and Certification
- Payment Bond Form
- Performance Bond Form
- Special Terms and Conditions of the Recovery and Reinvestment Act Of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG)
- Bidders Conflict of Interest Affidavit
- Bidders Non-Collusion Affidavit

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 and its several parts 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 **INSERT** calendar days or **DATE** from Owner's "Notice to Proceed". He shall complete the Owner's punch list within Thirty (30) days of substantial completion of the project.

Initials _____

Should Contractor fail to substantially complete the work under this contract per specified schedule, he shall pay Owner liquidated damages \$250 per calendar day for each consecutive calendar day until project is complete and \$250 per calendar day for each consecutive calendar until the Owner's Punch List is complete; which sum is agreed upon as a reasonable and proper measure of damages which Owner will sustain per diem by failure of the Contractor to complete work within time stipulated; it being recognized by the Owner and Contractor that the injury to the Owner which could result from failure of the Contractor to complete on the 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 _____

PRE- BID CONFERENCE

ENERGY EFFICIENCY HVAC RETROFIT
 NORTH COBB POLICE/FIRE FACILITY
 2380 NORTH COBB PARKWAY
 KENNESAW, GEORGIA
 SEALED BID #11 - 5546

COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT
 NOVEMBER 15, 2010

REPRESENTATIVE NAME	COMPANY NAME & COMPLETE ADDRESS	PHONE (INCLUDE AREA CODE)	FAX # (INCLUDE AREA CODE)	E-MAIL ADDRESS
Chuck Hunter	Cobb Cty Prop Mgmt.	7/528-1061	7/528-2148	chunter@cobbcounty.org
Tim Dunagan	E Smith Heating & AC	770 926 7970	770 422 7768	tdunagan@esmithair.com
Paul Harris	H&H MECHANICAL	770-941-5149	770-941-3555	pdharris@hhmec.com
Billy Honea	" "	" "	" "	bh@hhmec.com
Mike Perrow	CCPM	x2109		mike.perrow@cobbcounty.org
Scott Barfield	CCPM	x2108		scott.barfield@cobbcounty.org

PRE- BID CONFERENCE

ENERGY EFFICIENCY HVAC RETROFIT
 NORTH COBB POLICE/FIRE FACILITY
 2380 NORTH COBB PARKWAY
 KENNESAW, GEORGIA
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 COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT
 NOVEMBER 15, 2010

REPRESENTATIVE NAME	COMPANY NAME & COMPLETE ADDRESS	PHONE (INCLUDE AREA CODE)	FAX # (INCLUDE AREA CODE)	E-MAIL ADDRESS
Bill Thomas	Cobb Co. Purchasing			
Tim Bigley	PRESLEY INC. PO BOX 390608 SWELLVILLE GA 30039	770 482-6552	770 482 6828	presley @ presleyenterprises.com
Tim Power	QT CONTRACTING DPA POWERS Htg & Air	770 487-2040	678 364 1754	CHERRI@CALKPOWERS.COM
Wendell Ryals	John F. Pennnebaker 1840 S. LEE CT. Buford GA	678 546 8858	678 546 8828	John.pennebaker @ John.pennebaker.com
Rick Jenkins	BARDI MECHANICAL	770-263-9300	770-263-9400	rick@jenkins & bardy.com
Rusty Clough	Johnson Controls	770-243-9131	770-663-1490	russell.h.clough@jci.com