



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

Rick Brun
DIRECTOR

ADDENDUM No. 4

**Sealed Bid # 10-5507
Request for Proposal
Design/Build
Energy HVAC Retrofits for Three Cobb County Buildings
DATE: July 27, 2010**

Page 1 of 28

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:

- **Modification of the specifications**
- **Revised Bid Form (Attachment A)**

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. 4

**Sealed Bid # 10-5507
Design/Build
Energy HVAC Retrofits for Three Cobb County Buildings**

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: August 3, 2010 by 5:00 pm
Any questions received after this deadline will not be considered.

Cobb County SEALED BID 10-5507
Design/Build for Energy HVAC Retrofits for Three Cobb County Buildings

ADDENDUM #4 – DATED July 27, 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: Summary of Addendum

Cobb County has determined it is in its best interest to make significant changes to the terms and specifications for the competitive sealed proposal for HVAC retrofits covered in this proposal. The goal of these changes is to reduce the scope of services to be provided by the successful proposer(s), to simplify the preparation of proposals, and to place added emphasis on price in the selection criteria. The following list highlights some of the significant changes to the RFP addressed in this addendum.

- Revised schedule for proposal opening and additional site visits - (previously reported in Addendum #3)
- Revised and simplified scope of work to remove most engineering requirements such as heat gain and loss calculations and energy savings calculations, and replace other testing and T&B requirements with simplified supply air flow measurement requirement.
- Revised proposal evaluation criteria to make price the dominant selection criteria
- Revised Davis-Bacon wage rates
- Revised Specifications section reflecting reduced scope of work
- Revised equipment tables of existing equipment subject to replacement
- New bid form and revised pricing form

Item #2: Revised Dates for Bid Opening, Questions, and Schedule for additional site visits:

As reported in Proposal Addendum #3, the revised deadline for proposal submittals is 12:00 noon, EDT on Thursday, August 12, 2010 to the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Ga. 30008. Proposals will be opened in the Purchasing Department bid room at 2:00 PM on August 12, 2010. The revised deadline for questions is 5:00 PM, Tuesday, August 3, 2010.

Additional Site Visits Available: An additional opportunity to visit the sites will be made available Tuesday, August 3, 2010 if requested by any plan holders. Staff will be available for the visits only if at least one plan holder notifies Cobb County of their intent to visit the site at the times shown here. To notify the County of your intent to visit the site, please contact either Scott Barfield or Chuck Hunt at 770-528-2100 no later than 2:00 PM Monday, August 2, 2010.

Site visit times will be as follows:

- Tuesday, August 3, at 8:00 AM at the Animal Control building, 1060 Al Bishop Dr., Marietta, Ga. 30008
- Tuesday, August 3, at 9:00 AM at Purchasing Offices, 1772 County Services Pkwy., Marietta, Ga. 30008 (time approximate - follows visit at Animal Control)
- Tuesday, August 3, at 11:00 AM at The Arts Place, 3330 Sandy Plains Rd., Marietta, Ga. 30062

Item #3: Response to Written Questions

Q: Can one still arrange site visits to the listed properties?

A: Yes – only if requested by plan holders. See Item #2 above.

Q: We have the 230 page RFP and addendum but wondering if there were schematic or concept drawings or more details about the scope of the project.

A: No. The following answer was provided to a similar question regarding drawings, energy audits, and studies in Addendum #2.

The County does not anticipate issuing drawings, audit results, or utility histories at this time. No drawings were created for the work specified in the bid as the specifications call for replacement of existing equipment only. It is the responsibility of the Bidder to inspect site conditions.

NOTES: (a) Bidder's may request specific other details of existing equipment or building components they feel are necessary to the preparation of their bids. Such requests must be submitted in accordance with the timeline for questions, and must explain the need for information. The Owner will review the request and will respond through a separate bid addendum as such information is available.

(b) Any existing drawings, records, audit findings, etc. will be available to the winning bidder during the design phase of the work. Be advised the existing equipment schedules and the replacement equipment specifications were derived from the energy audits.

Item #4: Clarifications from questions raised at site visits

Equipment Specifications Clarifications or Changes

1. New equipment pads or curbs, suitable for the proposed new equipment, should be priced and included in the equipment allowance for all new exterior equipment, regardless of whether existing equipment is mounted on a pad or not. For the purposes of this bid, Contractors should include in their pricing sound attenuating curbs for the two package HVAC units serving the Black Box Theatre at The Arts Center.
2. Thermostats: Bidders shall include \$500 in their equipment allowance for each required thermostat, and shall not include any labor for installation of thermostats. County and selected Contractor will collectively select appropriate thermostats and negotiate installation costs during design.
3. Equipment rental: Bidders shall include their estimated cost for rental of equipment, if required, in their equipment allowance. This might include cranes, lifts, etc. as required to remove or set equipment.

Item #5: Revisions to the Request for Competitive Sealed Proposals – Sections I - VI

Revisions in this section apply to Sections I - VI of the proposal request. Additional revisions applicable to proposal Specifications and Exhibits are included in Sections III and IV to this addendum.

A. Global change: Strike the term Design/Builder wherever found, and substitute the term Contractor.

B. Section I: Introduction and Proposal Submittal Overview

Strike the first paragraph in its entirety and replace with the following. Edits highlighted here are for comparison, with inserts in *italics*:

The Cobb County Board of Commissioners (Owner) is soliciting competitive sealed proposals from experienced firms for energy efficiency HVAC systems retrofit projects at the Animal Control Building, 1060 Al Bishop Drive, Marietta, GA 30008, Purchasing Department Headquarters, 1772 County Services Parkway, Marietta, GA. 30008, and The Arts Place, 3330 Sandy Plains Road, Marietta, GA 30062 . This Project includes initial project planning, ~~design programming, energy savings evaluations and documentation,~~ *development of a final project plan subject to Owner approval, design documents,* and construction, acceptance and closeout for the replacement of existing heating and cooling equipment. An award will be made to the responsible and responsive offeror whose proposal is determined to be the most advantageous to Cobb County, taking into consideration the evaluation factors set forth in the ~~Request for Competitive Sealed Proposals (RFP)~~ selection criteria *as amended*.

C. Section II: Background:

Strike the second paragraph in its entirety and replace with the following. Edits highlighted here are for comparison, with inserts in *italics*:

Three projects identified by the audit are the subject of this RFP: replacement of aged HVAC equipment at the county's Animal Control offices, Purchasing Department offices, and The Arts Place (recreation facility). This invitation is for ~~the development of full design and construction documents, an energy savings analysis based on the final design,~~ *replacement of existing HVAC equipment with new high efficiency equipment of similar size and style, project planning and budgeting, limited measurement and verification verification of airflow from existing and final new air handlers equipment performance,* permitting, all materials and construction per the final Owner approved ~~design work plan,~~ *and complete construction management to complete the project. Included in the project is* ~~Basis for the design is:~~ demolition and appropriate disposal of existing systems in accordance with the Owner's Waste Stream Management Plan, installation and performance verification of new equipment, Owner training, and all required project documentation *and warranty requirements*.

D. Section III: Scope of Services:

Strike this section in its entirety and insert the following:

III. Scope of Services

The scope of this work is replacement of existing HVAC equipment listed in the Replacement Equipment Tables in Specifications Section 01010 with new high efficiency equipment of similar style and size as the original, and upgrade of thermostat control of the new equipment. The following is a listing of some of the representative services to be provided by the Contractor.

A. Planning and Pre-construction:

- Detailed site survey after award to confirm exact existing conditions, and Owner intent beyond that provided in this RFB.
- Prepare work plans per specifications, including any suggested design or product recommendations and any revisions to proposal pricing. Plans shall include measures to be implemented to ensure compliance with EECBG and ARRA project and contracting requirements.

B. Construction:

- Upon final plan and budget approval, provide all management services, labor, materials and equipment to implement the approved project in accordance with the project specifications and the approved final plan, including the approved project schedule.
- Submit certified payrolls to Owner or Owner's representative demonstrating compliance with Davis Bacon requirements for this project.
- Communicate with Owner on any variances to the approved project workplan and schedule with proposals to remedy variances to meet project goals, specifications, and schedules.

C. Post Construction:

- Provide all normal project closeout activities and provide closeout documentation, including warranties, plus any additional documentation required to prove compliance with EECBG and ARRA requirements.
- Provide Owner training on equipment and controls.
- Coordinate, monitor, and resolve all warranty issues to the satisfaction of the County during the one-year general warranty period and as extended.
- Maintain records as required for ARRA and EECBG compliance, including Davis Bacon payroll records. (See Specifications section 01000.)

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

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 or sub-contractor, in writing.

E. Section IV: Selection Criteria

Strike this section in its entirety and substitute the following:

IV. Selection Criteria (Revised)

A selection committee designated by Cobb County will evaluate the Competitive Sealed Proposals. The proposals will be evaluated based on the information presented in the proposal package, confirmation of references, and on an analysis of other publicly available information. Conditional proposals are not acceptable.

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 offeror 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 proposal if the evidence submitted by, or investigation of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities, and minor irregularities in proposals received.

The selection committee will evaluate all proposals to determine proposers judged to be responsive and responsible. Included in this assessment will be the completeness of the offer's submittals and evaluation of the following:

- Approach to Work: Clarity and logic of approach; understanding of project issues; identification of unique factors; schedule and capability of firm to absorb additional work;
- Project Team Makeup: Qualifications/experience of key team members; (Contractor, Engineer, Subcontractors, and Subconsultants);
- Specialized Experience: Experience directly related to project
- Quality and Performance: Response of references; quality and satisfactory performance of prior work;
- Financial/Assessment of financial information;
- Completeness of proposal form, construction cost proposal amount and project schedule.

Award will be made to the proposer or proposers who, having been judged responsive and responsible, submits the lowest price for the items included in the base scope of work.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single proposer or multiple proposers; or to award the whole bid, only part of the bid, or none of the bid to single or multiple proposers, based on its sole discretion of its best interest. The County reserves the right to purchase the goods or services described herein from other sources. The Proposer 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.

F. Section V: Proposer Responses: Qualifications and Information

Strike Section V. in its entirety and substitute the following:

V: Proposer Responses: Qualifications and Information

Proposal responses should be prepared per the requirements in sections A – E below, **as well as:**

- (a) An executed Conflict of Interest Statement and an executed "Officer's Oath" on the forms provided. The officer shall file the oaths 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 oaths. 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 oaths. If such oaths are false, the contract shall be void, and all sums paid by the County on the contract may be recovered by appropriate action.
- (c) Required bid forms and compliance documents noted elsewhere in the RFP and Specifications.

Provide the following:

A. Firm or Firms' Information

1. Complete and return all pages of Bid Form, *(included with Addendum #4. Replaces Proposer's Submittal in original Specifications Section 00300), including required submittals.*
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. Copy of the most recent 3 completed years of audited financial statements (Income Statement and Balance Sheet) for the local firm
9. Cost proposal amount for the work in the baseline specifications in accordance with the pricing proposal format in Specifications Section 00300 - Attachment A, *(as revised and included in Addendum #4).*
10. List any OSHA violations within the past 3 years.
11. Identify if your firm is registered, or qualifies as, a minority, disadvantaged or women owned business, or is classed as a small business enterprise. If yes, identify the certifying agency and/or describe the basis for the classification and any independent registrations.

B. Experience:

1. List of similar projects completed in the last 5 years (maximum of 5 projects). Include: type of project (be sure to specify which projects were similar to facilities of this size and type), size, cost, total fee, scope of services, time to complete.
2. From the above list, provide a description of between 3 and 5 examples of your experience as prime contractor. For each of these projects:
 - a) Provide an owner reference familiar with your performance on the project. ***It is the Offeror's responsibility to ensure that the listed contact and phone number are current.***
 - b) List the individuals who served as the Project Executive/Director, Project Manager, and Project Superintendent.

3. List the three most recent projects on which the firm was required to comply with Davis-Bacon Fair Labor Wage requirements. Include name of the project manager and client reference, including name and contact information.

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

- Provide an outline of the steps you propose in order to meet the services required in this RFP. This detail should indicate what is to be done, who individually, and by name is responsible to do it, and when it is to be completed.
- Provide a proposed schedule for the project with major milestones.
- Discuss any recommended steps to speed implementation of the project and identify any associated costs.

D. Staffing and Scheduling

1. Provide a proposed Project Organizational Chart, which identifies individual names and areas of responsibility. At a minimum, include the following:

- Project Manager
- Project Superintendent
- Any major subcontractors as applicable.

Resumes shall show at least the following:

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

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

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

4. Describe your approach to performance, communications and coordination to ensure minimum disruption to Owner operations during the course of the work.

E. Other

At your option, you may provide any additional supporting documentation or information in this section of the Proposal, which would be helpful in evaluating your firm's qualifications and commitment or that will further demonstrate that the Offeror can serve the best interests and particular needs of the Owner on this project.

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

Item #6: Revision to Specifications

A: Section 0300 – Bid Summary and Proposer's Submittal

(1) Insert before paragraph 1 the following:

Note: Where used in the specifications, the terms Bid and Bidder shall have the same meaning as Proposal and Proposer.

(2) Insert the following after paragraph 7.

8. Proposers shall submit pricing for three basic work elements: (I) Project management and pre and post-construction services; (II) labor for construction; and (III) allowances for permitting, required payment and performance bonds, and equipment. Contractor should include a markup allowance of ten percent (10%) in their pricing allowance for permitting, payment and performance bonds, and equipment (III). The first items shall constitute fixed cost, lump sum prices to perform all work described above as "Work Elements", and shall include all Contractor overheads, including such items as printing, mileage, equipment rental, waste disposal, etc. No expense reimbursement beyond the fixed lump sum pricing for these elements will be allowed. The allowances (III) for permits, payment and performance bonds, and equipment will be used as a basis for comparing bids, together with items I and II. Actual payment will be made based on documented invoices for fees and for equipment invoices from suppliers or manufacturers as appropriate, plus a ten percent (10%) Contractor markup. Bid price item IV – Engineering Services Allowance, is requested to allow the Owner to anticipate possible costs for professional engineering services if required for permitting or otherwise as noted in the Specifications. This allowance should include a 10% Contractor markup, but will not be included in evaluation of bid pricing. If Proposer does not anticipate requiring engineering services, Proposer should write "Not Applicable" in the space for pricing.

For the purposes of this bid, Proposers shall base their materials and construction costs on the specific counts, product specifications and work specifications included in this RFP, identified in the Specifications, including revisions included with this addendum. Proposers

are to submit their bids using these specifications which, together with the other project elements, will constitute the “Base Bid”.

9. Contract(s) resulting from the solicitation will be Guaranteed Maximum Price contract(s), with the GMP to include the sum of the price elements in the Proposer’s sum bid plus an Owner contingency. After award, and during the planning phase of the project, Proposer will propose any design changes or changes to specifications contained in the Base Bid resulting from Contractor’s site inspection. The final project cost will be constituted of the sum of the Bid price for the labor elements, plus actual permitting, bonding, equipment and, if needed, professional engineering costs including allowed Contractor markup, and any adjustment to the Construction costs justified by Owner approved changes. The total cost will not be allowed to exceed the GMP. NOTE: Proposers should not include the Owner’s contingency in their lump sum bid price. It will be incorporated in the contract award.

The successful proposer(s), upon notice of contract award, will be required to provide pricing transparency for the labor and materials used for the Construction portion of their bid. Owner will use this solely for the purpose of any adjustments to product counts other minor adjustments to the Base Specifications recommended in the final design. Owner will, to the full extent of the law and grant conditions, protect Contractor pricing.

Contractors will be required to submit Payment and Performance bonds on the Owner’s Bond Forms for the GMP value of the resulting contract. For the purposes of estimating Contractor’s cost for payment and performance bonds, assume the GMP will include the total of the Bid Price, including any anticipated engineering allowance, plus a 25% Owner’s contingency. Proof of insurance in accordance with insurance requirements listed in the sample contract will also be required prior to issuance of a Notice to Proceed.

(3) Replace Attachment A - Bid Sheet, with Attachment A – Bid Sheet (Revised) that is included with this Addendum.

B: Section 01000 Special Terms and Conditions of the American Recovery Act ...

In paragraph II – D: Davis Bacon Act, strike and replace as follows:

~~For this project, General Decision Number: GA100255 05/28/2010 GA255, is applicable.~~

For this project, General Decision Number: GA100255 07/09/2010 GA255, is applicable.

Note: The applicable wage rates for this project from this decision are included in this Bid Addendum.

C: Sections 01010 through 16150

All original specification sections following Section 01000, including all sections number 01010 through 16150, are hereby deleted. Insert a new Section 01010 as follows:

SECTION 01010: SCOPE OF WORK

1.01 LOCATION OF WORK

A. The work of this Contract is located at the Animal Control Building, 1060 Al Bishop Drive, Marietta, GA 30008, Purchasing Department Headquarters, 1772 County Services Parkway, Marietta, GA. 30008, and The Arts Place, 3330 Sandy Plains Road, Marietta, GA 30062

1.02 OVERVIEW OF SCOPE OF WORK

A. The work includes all project services, permitting and construction of HVAC system improvements for the referenced building, and documentation necessary for compliance with ARRA requirements. The Contractor understands that the Work shall be complete in every detail reasonably inferable from the bid documents and specifications as being necessary to produce the intended results notwithstanding the fact that every item involved is not particularly mentioned or shown.

B. The scope of work for replacement of HVAC equipment includes replacement of split and package unitary DX cooling systems and related air handling and heating systems in accordance with this RFB.

The replacement of HVAC equipment includes all equipment identified in the REPLACEMENT EQUIPMENT TABLES in Section 1.08 of Specification. All ancillary items that are required to provide fully operational systems are included in the scope. These include, but are not limited to ductwork modifications and connections necessary to accommodate new equipment to existing ductwork, new equipment pads, drain piping modifications and connections, gas piping modifications and connections, new controls installation and wiring, modifications to structural equipment supports and all equipment electrical connections.

C. Controls

Contractor shall include labor required to install 7 day programmable thermostats for each new HVAC unit in this bid. Contractor shall not include any equipment allowance for thermostats in their equipment allowance. Rather the County has provided an allowance of \$500 for individual unit thermostats. It is the intent of the County to that the Contractor shall assist the County in selecting a satisfactory 7-day programmable, internet enabled thermostats for use on this project during the planning phase. Any costs above and beyond the included labor costs and the product allowance shall be negotiated upon selection of the product and determination of installation procedures and responsibilities.

D. The scope will also require that the Contractor maintain bonds as required elsewhere in the Bid documents.

1.03 PRE-CONSTRUCTION SERVICES AND SUBMITTALS

A. The Contractor shall perform the following prior to construction:

1. Site visits to inspect facilities to establish existing conditions.
2. Perform testing required to confirm airflow and static pressure from existing units prior to selection of new equipment.
3. Assist County in evaluating thermostat control options and providing pricing.

4. Prepare a preliminary work plan and submittals of all products proposed for the project to County for approval. Revise as required for final approval by County. The performance plan and submittals shall include the following:

- ◆ Schedule for completing work
- ◆ Plan for demolition and disposal of existing equipment in conformity with County's Waste Stream Management Plan
- ◆ Results of Airflow testing on existing equipment
- ◆ Schedule and manufacturer's product information on proposed new equipment to include performance characteristics
- ◆ Prices for proposed new equipment
- ◆ Identification and cost of required permits
- ◆ Any recommendations for system or equipment modifications that will result in higher efficiency, lower cost, etc. (aka "value engineering").

1.04 PERMITTING

A. The Contractor shall be responsible for obtaining all necessary permits for the proposed work. Estimated costs for permits are to be included as an allowance in the Permits and Equipment allowance section of the bid, including a 10% Contractor's markup.

B. The Contractor shall, if necessary, retain a Professional Engineer licensed to practice in the State of Georgia to develop, sign or seal any calculations and drawings if required for permitting. Such cost shall be provided as an allowance, subject to the 10% Contractor markup, and shall be noted separately in the bid where provided. This allowance will not be used in comparing bids, but will be considered during contract negotiations.

C. The Contractor is responsible for coordination of the timing of permitting. Permit revisions for changes in the proposed work shall be the responsibility of the Contractor.

1.05 STANDARDS

A. Work shall be completed in accordance with permitting Authorities in Cobb County, Georgia, and with the latest editions of all applicable building Codes including but not limited to:

1. Georgia State Minimum Standard Building Code
2. Georgia State Minimum Standard Mechanical Code
3. Georgia State Minimum Standard Fire Code
4. Georgia State Minimum Standard Plumbing Code
5. Georgia State Minimum Standard Gas Code
6. Georgia State Minimum Standard Electrical Code
7. Georgia State Minimum Standard Energy Code
8. ASHRAE Standard 90.1 (Energy Standard)
9. ASHRAE Standard 62 (Ventilation Standard)
10. NFPA 101, Life Safety Code
11. NFPA 70, National Electric Code
12. NFPA 72, National Fire Alarm and Signaling Code
13. NFPA 90A Standard for the Installation of AC and Ventilating Systems
14. SMACNA Duct Construction Manual
15. International Existing Building Code, with Georgia Amendments

B. The design conditions for the equipment are as follows:

Outdoor Design Conditions

| | |
|---------------------------------|-------------------------------------|
| Summer: | 94°F Dry-bulb, 74°F Wet-bulb |
| Winter | 21°F Dry-bulb, 16 mph wind velocity |
| Approximate Heating Degree Days | 3273 |
| Approximate Cooling Degree Days | 1611 |
| Site Elevation | 1070 ft. Above Sea Level |

For air-cooled condensing unit selection, the summer design dry bulb temperature plus 5 degrees F shall be used for equipment mounted at ground level, or plus 10 degrees for roof mounted condensers.

Indoor Design Conditions

| | Summer Space Temp. °F | Winter Space Temp. °F |
|---------------------|-----------------------------|-----------------------------|
| ALL Occupied Spaces | 75°F, 50% RH | 72°F |
| Unoccupied Spaces | 80°F, 50% RH | 60°F |

Contractor shall ensure equipment efficiencies meet or exceed the latest Georgia Energy Code requirements and shall consult with Owner should the equipment specified in this bid not comply with current Georgia Energy Code.

C. All work shall be completed in accordance with these specifications. Codes and Authorities shall take precedence where they conflict with the specifications.

D. The following criteria must be met:

1. The Work consists of sizing and replacement of cooling and heating equipment in the forms of Packaged DX Rooftop AC/Heating Units, Packaged DX ground-level AC/Heating Units, Split System DX AC/heating units with like sized equipment conforming to the equipment efficiencies contained herein. All ancillary items necessary to produce the intended results are to be included under the base bid Scope of Work, notwithstanding the fact that every item involved is not particularly mentioned or shown. Such ancillary items may include any or all the following: equipment pads or curbs (new pads or curbs are required – see item d below), ductwork connections, drain piping modifications and connections, gas piping modifications and connections, modifications to structural equipment supports and all equipment electrical connections.

(a) Work shall include removal and disposal of all existing equipment and appurtenances in accordance with the general terms and intent of the Owner’s Waste Stream Management Plan referenced in the Section 01000: Special Terms and Conditions and available for review and downloading at <http://purchasing.cobbcountyga.gov/>. Contractor shall be responsible for delivery to the Owner of all documents, bills of lading, etc. to prove compliance.

(b) If Proposer anticipates the need for engineering services for design purposes, (structural, electrical, etc.) Proposer shall include an allowance in the Bid as provided in this RFP.

(c) Where new equipment selection requires changes in existing equipment electrical feeds beyond reconnection of existing wiring to the new HVAC equipment, all work shall be performed by or under the authority of an electrician or electrical firm licensed in the State of Georgia.

(d) Proposers should include the cost of sound attenuating curbs in the pricing of the two rooftop package units serving the black box theatre at The Arts Place.

2. The proposed work shall be submitted for review and approval by the Owner and shall include shop drawings and cut sheets for all materials and equipment.

Drawings and equipment specifications shall be submitted for review and approval by the Owner or Owner's Representative at each submittal phase.

Contractor shall submit documentation necessary to confirm compliance with the Buy American requirement for all equipment used on this project. This shall include executed Contractor's and/or Suppliers Certification statement(s) as appropriate, and any support documentation required to demonstrate origin of manufacture.

3. Prior to removal of existing equipment, existing volumetric airflow and system static pressure at each existing air handler shall be measured by main duct traverse and recorded. Testing shall be done after replacement of existing filters with new filters provided by the County, and shall be performed in accordance with industry testing standards (AABC or NEBB) by the use of direct reading instruments which have been properly calibrated. Each new system shall be designed and sized to provide cooling and heating airflows and rated equipment capacity which match or exceed performance of the existing equipment. Work shall include final testing of DX system, including airflow and system static pressure at each new air handler using the same testing procedure, including installation of new filters. Contractor shall adjust or modify new air handlers as necessary to deliver airflow equal to or above the airflow of units that were removed.

5. Equipment capacities listed in the EQUIPMENT REPLACEMENT TABLES in this Section are minimum performance standards for cooling and heating as published in the listed equipment manufacturer's literature at the design conditions as listed in the technical standards (Section 1.05 herein) for Atlanta, Georgia. Contractor shall ensure all equipment selected meets or exceeds the current Georgia Energy code.

6. Davis-Bacon wages will be required to be paid to all laborers and mechanics on this project per ARRA requirements. Owner or Owner representative reserves the right to conduct site interviews with the employees and supervisors of the Contractor and any covered sub-contractor, to require payment records, and to conduct such other investigations as may be necessary to document compliance. **For this project, General Decision Number: GA100255 07/09/2010 GA255, is applicable.** Wage rates for this decision are included.

7. EQUIPMENT REPLACEMENT TABLES: Minimum efficiencies of replacement equipment shall be as follows:

EQUIPMENT REPLACEMENT TABLES

| Description | Capacity | Cooling Efficiency | Heating Efficiency |
|---|-----------------|---------------------------|---------------------------|
| Package DX cooling unit w/o gas heat | 1-5 tons | 15 SEER | N/A |
| Package DX cooling unit w/o gas heat | 6-10 tons | 13 SEER | N/A |
| Package DX cooling unit w/o gas heat | 11-25 tons | 12 EER | N/A |
| Package DX cooling unit w/o gas heat | 26+ tons | 11 EER | N/A |
| Package DX cooling unit w/ direct fired gas heat | 1-5 tons | 15 SEER | 80% AFUE |
| Package DX cooling unit w/ direct fired gas heat | 6-10 tons | 13 SEER | 78% AFUE |
| Package DX cooling unit w/ direct fired gas heat | 10-25 tons | 12 EER | 80% AFUE |
| DX split system, straight cool CU w/ gas furnace | 1-5 tons | 15 SEER | 91% AFUE |
| DX split system, straight cool CU w/ gas furnace | 6+ tons | 11 EER | 91% AFUE |
| Air Cooled Heat Pump, split system or package unit, w/electric heat | <5.5 tons | 13 SEER | 7.7 HSPF |
| Air Cooled Heat Pump, split system or package unit, w/electric heat | 5.5 – 11 tons | 11 EER | 3.3 COP |

1.06 INSPECTION AND ACCEPTANCE OF THE WORK

A. The Contractor shall notify the Owner at least one week prior to reaching substantial completion and schedule a substantial completion inspection by the Owner.

B. The Owner will perform a substantial completion inspection and create a substantial completion checklist.

1. During the substantial completion inspection of the building HVAC retrofits, the Contractor shall demonstrate controls functions of each piece of equipment.

2. During the substantial completion inspection, Contractor shall perform and demonstrate airflow from at least 1/3 of units replaced, and shall provide required airflow test results for all units performed in accordance with the testing standards for testing existing units prior to their removal. The requirement to demonstrate airflow for 1/3 of units shall be considered fulfilled if Owner representative is present for airflow testing of the new units prior to final the substantial completion inspection.

3. Owner shall inspect work and create a substantial completion checklist to record any evidences of problems with quality of work.

C. Once the Contractor has completed the substantial completion checklist, he shall notify the Owner and schedule a final completion inspection.

D. The Owner will perform a final completion inspection and, if necessary, create a second checklist of items to be rectified.

E. The process described in Item D will be repeated until the Owner is satisfied that the work is final and all criteria are met. At that point, the Owner will issue a notice of final completion.

1.07 WORK COORDINATION, SCHEDULING AND SEQUENCE

A. Contractor must coordinate with Owner to develop the work schedule to minimize inconveniences to building occupants and operations and maintain heating and cooling capability to the maximum extent possible during construction. Any temporary losses of cooling and/or heating capacity must be kept to a minimum. Owner will entertain Contractor request to close a facility for no more than 7 contiguous calendar days if Contractor so requests and can demonstrate cost savings or significant shortening of the “on-site” work schedule. Such decision shall rest exclusively with the Owner. Contractor is encouraged to provide optional pricing, with related discussion of benefits, in his Bid.

B. Contractor shall be responsible for all tools, equipment, materials, containers, etc. to perform the work.

C. Once work commences on the site, all work shall proceed so as to ensure minimum equipment downtime. Work may be performed on site between the hours of 6:00 AM and 6:00 PM Mon-Fri, excluding holidays, subject to approval of work schedules by Owner. Other scheduling will be considered by Owner during development of final schedule. (See discussion of library closure option in Para. A of this subsection.)

D. Contractor shall be responsible for submitting a schedule as part of the preliminary planning stage, subject to Owner approval. Contractor shall coordinate each day with Owner regarding the following day work schedules.

E. Only contractor employees, including sub-contractor employees if applicable, who are registered as compliant with the Owner on the required EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION (Exhibit A-2), may perform work at the site.

Materials storage is the responsibility of the Contractor. Any agreement by the Owner to allow on-site storage of materials is “At Risk” as relates to the contractor, and Cobb County shall have no liability for damaged or missing materials or equipment.

F. Site will be kept clean during and following all work. County may provide on site space if agreed upon in the final design for storage of existing materials for storage prior to removal from the site and disposal in accordance with the Waste Stream Management Plan if requested by the contractor.

G. Workers will endeavor to minimize any impact on County operations and will abide by direction from authorized County personnel. County will work with Contractor to accommodate special conditions related to access to space, safety concerns, etc.

H. Contractors shall take reasonable precautions to protect facilities, including roofing and, if necessary, landscaping, during removal and installation of equipment. Contractors will include their plan for protection of any County facilities in their 35% design plans, which is subject to County approval. Contractors shall be responsible for any damage caused by failing to adhere to their approved protection plan, or for damage caused by negligence on the part of the Contractor and any subcontractors, suppliers, etc. working for the Contractor.

I. Time will be of the essence. Contractors shall provide a proposed project schedule with their bids that reflects milestones for design, materials ordering, on-site demolition and construction, and project closeout, dated from County’s issuance of Notice to Proceed. A final schedule will be developed between Owner and the selected proposer prior to contracting.

1.08 EQUIPMENT SELECTION and PERFORMANCE OBJECTIVES

A. Contractor shall provide new equipment to replace the equipment in the following Equipment Replacement Tables:

Animal Control

| Description | Quantity | Cooling Capacity | Heating Capacity |
|---|-----------------|---------------------------------------|-------------------------|
| DX split system, straight cool CU w/ gas furnace | 1 | 1.5 ton | 75 MBH |
| DX split system, straight cool CU w/ gas furnace | 2 | 3 ton | 80 MBH |
| DX split system, straight cool CU w/ gas furnace | 3 | 5 ton | 100 MBH |
| DX split system, straight cool CU w/ gas furnace | 3 | 7.5 ton | 100 MBH |
| Furnish and Install new programmable thermostats to be selected in consultation with Owner. | 9 each | Owner approved to meet specifications | |

Purchasing

| Description | Quantity | Cooling Capacity | Heating Capacity |
|---|-----------------|---------------------------------------|-------------------------|
| Split System DX Heat pump w/ electric heat | 1 | 2 ton | Site verify |
| Split System DX Heat pump w/ electric heat | 1 | 5 ton | Site verify |
| DX split system, straight cool CU w/ gas furnace | 2 | 5 ton | 100 MBH |
| DX split system, straight cool CU w/ gas furnace | 1 | 3.5 ton | 100 MBH |
| DX split system, straight cool CU w/ 2 gas furnace | 1 | 7.5 ton | 2 ea @ 80 MBH |
| DX Package heat pump w/electric heat | 1 | 7.5 ton | Site verify |
| Furnish and Install new programmable thermostats to be selected in consultation with Owner. | 7 each | Owner approved to meet specifications | |

Arts Place

| Description | Quantity | Capacity Cooling | Heating Capacity |
|---|-----------------|---------------------------------------|-------------------------|
| Rooftop Package Unit w/ direct fired gas heat | 1 | 4 ton | 125 MBH |
| Rooftop Package Unit w/ direct fired gas heat | 2 | 5 ton | 125 MBH |
| Rooftop Package Unit w/ direct fired gas heat | 2 | 10 ton | 270 MBH |
| Rooftop Package Unit w/ direct fired gas heat | 2 | 15 ton | 330 MBH |
| Furnish and Install new programmable thermostats to be selected in consultation with Owner. | 7 each | Owner approved to meet specifications | |

B. Performance Objectives

When preparing the final design for Owner approval, Contractors shall seek to attain the following performance objectives:

1. Meet or exceed minimum equipment efficiencies listed in these specifications as well as requirements of the Georgia Energy Code.
2. Reduce overall energy for space conditioning for the facility.

1.09 WARRANTY REQUIREMENTS

A. Terms and Submittals

1. Contractors shall supply manufacturer's warranties of at least one year on all equipment provided for this project, with a minimum 5 year manufacturer's warranty on compressors. The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the contract Documents.
2. Contractors shall warrant design and workmanship for a period of one year.
3. Warranty periods shall commence on the date of Owner's acceptance of the work.
4. A sample of the Contractor's workmanship warranty and manufacturer's warranties shall be included with preliminary planning documents. At Final Completion, compile two copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.

B. Warranty Conditions

1. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
2. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
3. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
4. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
5. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

BID FORM - Revised
Page 1 of 3

TO: COBB COUNTY BOARD OF COMMISSIONERS

THE UNDERSIGNED, having examined the project documents titled:

Request for Proposal
Cobb County SEALED BID 10-5507
Design/Build for Energy HVAC Retrofits for Three Cobb County Buildings

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).

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. | _____ 1 _____ | Acknowledged: | _____ |
| ADDENDUM NO. | _____ 2 _____ | Acknowledged: | _____ |
| ADDENDUM NO. | _____ 3 _____ | Acknowledged: | _____ |
| ADDENDUM NO. | _____ 4 _____ | Acknowledged: | _____ |
| ADDENDUM NO. | _____ | Acknowledged: | _____ |
| ADDENDUM NO. | _____ | Acknowledged: | _____ |

BID FORM - Revised
Page 2 of 3

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 - Revised
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 – Revised, in addendum #4)

BIDDER SIGNATURES

Bid dated this _____ day of _____ 2010

Bidder: _____

Signed: _____

Title: _____

Address: _____

END OF BID FORM

SECTION 00300, ATTACHMENT A
 BID SHEET (REVISED)
 ADDENDUM 4

DESIGN/BUILD DX HVAC IMPROVEMENTS FOR THREE COBB COUNTY BUILDINGS
 COBB COUNTY, GEORGIA
 SEALED BID 10-1055

| Item No. | Phase of Work/Item Description | Approx. Quantity | Units | Unit Price | Totals |
|-------------|---|------------------|-----------|------------|---------|
| | Bid Pricing | | | | |
| A | Animal Control Building | | | | |
| A. 1 | Lump Sum for Planning and Pre and Post Construction Services | 1 | LS | | |
| A. 2 | Lump Sum for Construction Labor and Project Management | 1 | LS | | |
| A. | Equipment and Fees Allowances (include 10% Contractor Allowance) | | | | |
| A. 3 | Payment and Performance Bonds | 1 | Allowance | | |
| A. 4 | Permitting Fees | 1 | Allowance | | |
| A. 5 | Equipment Allowance | 1 | Allowance | | |
| A. 6 | Thermostat Allowance (9 at \$500/ea.) | 1 | Allowance | \$500.00 | \$4,500 |
| A. T | Total Price for Base Scope of Work - Animal Control Bldg.: | | | | |
| A. 7 | Allowance for Engineering Services (estimate if required. Not included in Base Scope) | 1 | Allowance | | |
| B | Purchasing Building | | | | |
| B. 1 | Lump Sum for Planning and Pre and Post Construction Services | 1 | LS | | |
| B. 2 | Lump Sum for Construction Labor and Project Management | 1 | LS | | |
| B. | Equipment and Fees Allowances (include 10% Contractor Allowance) | | | | |
| B. 3 | Payment and Performance Bonds | 1 | Allowance | | |
| B. 4 | Permitting Fees | 1 | Allowance | | |
| B. 5 | Equipment Allowance | 1 | Allowance | | |
| B. 6 | Thermostat Allowance (7 at \$500/ea.) | 1 | Allowance | \$500.00 | \$3,500 |
| B. T | Total Price for Base Scope of Work - Purchasing Bldg.: | | | | |
| B. 7 | Allowance for Engineering Services (estimate if required. Not included in Base Scope) | 1 | Allowance | | |

SECTION 00300, ATTACHMENT A
 BID SHEET (REVISED)
 ADDENDUM 4

DESIGN/BUILD DX HVAC IMPROVEMENTS FOR THREE COBB COUNTY BUILDINGS
 COBB COUNTY, GEORGIA
 SEALED BID 10-1055

| Item No. | Phase of Work/Item Description | Approx. Quantity | Units | Unit Price | Totals |
|-------------|---|------------------|-----------|------------|---------|
| C | The Arts Place | | | | |
| C. 1 | Lump Sum for Planning and Pre and Post Construction Services | 1 | LS | | |
| C. 2 | Lump Sum for Construction Labor and Project Management | 1 | LS | | |
| C. | Equipment and Fees Allowances (include 10% Contractor Allowance) | | | | |
| C. 3 | Payment and Performance Bonds | 1 | Allowance | | |
| C. 4 | Permitting Fees | 1 | Allowance | | |
| C. 5 | Equipment Allowance | 1 | Allowance | | |
| C. 6 | Thermostat Allowance (7 at \$500/ea.) | 1 | Allowance | \$500.00 | \$3,500 |
| C. T | Total Price for Base Scope of Work - The Arts Place: | | | | |
| C. 7 | Allowance for Engineering Services (estimate if required. Not included in Base Scope) | 1 | Allowance | | |
| D | TOTAL - BASE SCOPE OF WORK - ALL PROJECTS (Lines AT + BT + CT) | | | | |

Submitted by:

Firm Name

Signature

Type Name and Title

Date

Cobb County Sealed Bid 10-1055

**DAVIS BACON WAGE DETERMINATION APPLICABLE TO COBB COUNTY SEALED
BID 10-1055**

General Decision Number: GA100255 07/09/2010 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 |

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 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 |

Cobb County Sealed Bid 10-1055

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran'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 |
|---------------------------------------|----------|---------|
| 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 |

Cobb County Sealed Bid 10-1055

SFGA0669-001 01/01/2010

| | Rates | Fringes |
|---|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 25.55 | 14.60 |

 SHEE0085-001 08/01/2008

| | Rates | Fringes |
|--|----------|---------|
| SHEET METAL WORKER, Including Hvac Duct Installation and Metal Roofing | | |
| Buildings over 100,000 square feet..... | \$ 28.00 | 11.11 |
| Buildings up to 100,000 square feet..... | \$ 22.40 | 10.95 |

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 |
| 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.
 =====

Cobb County Sealed Bid 10-1055

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

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.

Cobb County Sealed Bid 10-1055

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