



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 # 11-5572
Request for Proposal
Design / Build
New Austell Senior Center**

DATE: April 20, 2011

Page 1 of 54

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:

- **Replacement of the Sample Contract provided in the specifications.**
- **Minutes of the April 13, 2011 Pre-Proposal Meeting**
- **Questions submitted in writing**
- **Pre-Proposal 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 # 11-5572
Request for Proposal
Design / Build
New Austell Senior Center**

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: April 19, 2011 by 5:00 pm
Any questions received after this deadline will not be considered.

Addendum 1
Sealed Bid # 11-5572
Request for Proposal
Design/Build
New Austell Senior Center

Minutes of the April 13, 2011 Pre-Proposal Meeting and
Questions Submitted in Writing

- ◆ Bids are to be received on 4/28/11 before 12:00 noon at Cobb County Purchasing Office, 1772 County Services Parkway. Late bids will not be accepted. 12:00 noon is by the County's clock
- ◆ Bids will be opened at 2:00pm on the same day in this room; You may watch on TV23, or view on-line
- ◆ Submit Original and 5copies of your proposal. Insure that the Original is well marked.
- ◆ Bid packages: Please mark all packages w/ company names
- ◆ The cut-off date for questions is April 19 by 5:00 pm. Questions may be submitted in writing to Cobb County Purchasing at 770-528-1154 or <http://purchasing.cobbcountyga.gov>.
- ◆ All proposals must include the bid number, bid title and the name of your company on the outside of your package.
- ◆ Minutes of this meeting will be distributed to all known interested parties
- ◆ We are building in a wooded area- we would like to reflect environment-enhance the surroundings
- ◆ It should look like its environment- lodge or cabin like – maybe a fireplace in the larger room. We would like a comfortable lodge like feel. Something maybe one would find at Lake Allatoona.
- ◆ Be sure everyone in attendance signs the vendor sign in sheet before leaving

- ◆ The term “community room” could not be used. It is not allowed with such funds.

Comments by Allen Kronenberger – Cobb County Property Management

Gave background and general description of project scope

Question and Answer:

Q Is the bridging architect allowed to submit or consult with those who submit on this project?

A. He may, Cobb County will not prohibit any consultation.

Q. Is the cost of the LEED application and certification process part of the cost of the work or part of the cost of the design?

A. Cost of Work.

Q. Is the pre-design materials testing and soils testing considered cost of the work or part of the fee structure?

A. Cost of Work.

Q. Are post design Architectural services (site visits etc) part of the cost of the work or part of the fee structure?

A. Fee Structure.

Q. Will the bridging auto cad files be given to the winning design firm upon award?

A. Yes, upon Contract Approval.

Q What is the range of the budget?

A No more than \$1 million total- there will be few appliances to buy- everything is wrapped into your budget for you to provide

Q. With regard to the Davis-bacon scale – what is the time frame?

A. Yes, the established payroll is GA255 - Building and it will be dated 4/01/2011. This is the most recent and will be "locked-in" based on the date that the bid was published. General Decision Number: GA100255 04/01/2011 GA255

Superseded General Decision Number: GA20080255

State: Georgia

Construction Type: Building

County: Cobb County in Georgia.

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

Modification Number Publication Date

0	03/12/2010
1	03/19/2010
2	04/02/2010
3	05/28/2010
4	07/09/2010
5	08/13/2010
6	10/22/2010
7	12/31/2010
8	01/14/2011
9	04/01/2011

Q. Are 100% of the funds available?

A. We must obligate the funds no later than June 30, 2011

Q. Are the Leed reportings, testings, etc in this budget?

A. Cost of work

Q. Will CAD plans be available?

A. They will not be available before the bids are due

Q. Is a survey topo available?

A. We are having a survey completed – I hope to have it by Friday (April 29)

Q. Have baseline studies been done?

A. No, because I don't know where the building site is to be

Q. Do you have any idea of distance for the utilities-water, etc for sprinklers?

A. We don't know if sprinklers are needed. That's something for you to let us know. The Sewer is up hill and a long way – we would love a sewer rather than septic if you can work that out. The power line is up and down Powder Springs Road.

Q. What's the basis for pricing?

A. Design fee and contractor general conditions and overhead. We've asked 4 a schedule. We haven't suggested any specifics.

Q. How will a companies approach and methodology towards administering and implementing Section 3 initiatives and practices be factored into the scoring or selection criteria?

A. Criteria is included in RFP document.

Q. Please clarify whether or not we will be required to seek formal competitive subcontractor bids for this project. If so we are assuming that advertising and bid documents will have to be provided. If this is not required will we be able to secure pricing from our own sources?

A. Cobb County will not provide any subcontractors for this project.

Q. Please clarify on the bid form what scope of work is to be included on the " GC Fees" line item.

A. All Costs associated with project.

Q. Will Cobb County procure and provide the Geotechnical Subsurface Investigation work?

A. NO.

Q. Does Cobb County's Property Insurance Carrier require County facilities to have a sprinkler system?

A. NO



CONTRACT

Date: October 13, 2009

**AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER
FOR DESIGN AND CONSTRUCTION**

THIS AGREEMENT made as of the th day of October in the year 2011,

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

and the Design/Builder: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX

For the following Project: Austell Senior Center

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

XXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
Tele: XXXXXXXXXXXXXXX

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

TERMS AND CONDITIONS

1.0 GENERAL REQUIREMENTS

1.1 BASIC DEFINITIONS

1.1.1 The Contract Documents consist of the RFP dated April 1, 2011, Design Baseline Bid Documents, Design/Builder's Bid Proposal identified in Article 14, this Agreement between Owner and Design/Builder for Final Design and Construction ("Agreement"), the Construction Documents to be prepared and approved by the Owner in accordance with Subparagraph 2.2.2 of this Agreement, and Modifications after execution of this Agreement. A Modification is a Change Order or a written amendment to this Agreement signed by both parties. The foregoing and following documents form the contract for the Project, and are as fully a part of the contract as if attached to this Agreement or repeated herein.

Bid Addendum #01 dated xxxxxxxxxxxx
Bid Addendum #02 dated xxxxxxxxxxxx
Bid Addendum #03 dated xxxxxxxxxxxx
Bid Addendum #04 dated xxxxxxxxxxxx
Non-Collusion Affidavit
Immigration Reform and Control Act Contractor Affidavit

This Agreement and each and every provision are for the exclusive benefit of the Owner and the Design/Builder and not for the benefit of any third party nor any third party beneficiary, except to the extent expressly provided in the Agreement.

1.1.2 The Project, as identified above, is the total design and construction of the parking deck building, facility or other improvements for which the Design/Builder is responsible under this Agreement, including all professional design services and all labor, materials, and equipment used or incorporated in such design and construction. It may also include improvements to be undertaken by the Owner or others.

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

1.2 EXECUTION, CORRELATION, AND INTENT

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

1.2.2 It is the intent of the Owner and Design/Builder that the Contract Documents include all items necessary for proper execution and completion of the Work. The Contract Documents must be taken as complementary, and any item of Work called for in any Contract Document shall be as binding as if called for by all. The Design/Builder understands that the Work shall be complete in every detail reasonably inferable from the Contract Documents as being necessary to produce the intended results notwithstanding the fact that every item involved is not particularly mentioned or shown. Words not otherwise specifically defined herein, which have a well-known technical or trade meaning, are used in this Agreement in accordance with such recognized or well-known meaning. If there is any conflict in the Contract Documents, the priority shall be as follows in descending order: Modifications to the Agreement, this Agreement, any Special Conditions, these Terms and General Conditions, the Specifications, the Drawings, and the Design/Builder's Bid Proposal.

1.2.3 By executing this Agreement, the Design/Builder represents that it is an independent contractor and that it has:

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

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

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

1.3 OWNERSHIP AND USE OF DOCUMENTS

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

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

2.0 DESIGN/BUILDER RESPONSIBILITIES

2.1 SERVICES AND RESPONSIBILITIES

2.1.1 Design services shall be performed by qualified architects, engineers and other professionals selected and paid by the Design/Builder. The parties acknowledge that Praxis 3 has been selected by Design/Builder to perform the architectural services for the Project. The professional obligations of all such persons shall be undertaken and performed in the interest of the Design/Builder. Construction services shall be performed by qualified construction contractors and suppliers, selected and paid by the Design/Builder and acting in the interest of the Design/Builder. . Nothing contained in this Agreement shall create any professional obligation or contractual relationship between such persons and the Owner or the Owner's Architect.

2.1.2 Intentionally Omitted.

2.2 BASIC SERVICES

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

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

setting forth in detail the requirements for construction of the Work and shall:

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

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

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

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

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

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

2.2.7 If requested in writing by the Owner, the Design/Builder, with reasonable promptness and in accordance with the time limits agreed upon, shall interpret the requirements of the Contract Documents. Claims, disputes, and other matters in question relating to performance there under by both Owner and Design/Builder shall be interpreted by the Owner. Such interpretations and decisions shall be in writing, shall be presumed to be correct, and shall be given such weight, as the court shall determine.

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

2.2.9 The Design/Builder warrants to the Owner that materials and equipment incorporated in the

Work will be new unless otherwise specified, and that the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. Work not conforming to these requirements shall be corrected in accordance with Article 9 of this Agreement.

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

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

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

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

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

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

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

2.2.17 The Design/Builder shall maintain in good order at the site one record copy of the drawings,

specifications, product data, samples, shop drawings, Change Orders and other Modifications, marked currently to record changes made during construction. These documents and materials shall be delivered to the Owner upon completion of the design and construction and prior to final payment.

2.2.18 The Design/Builder shall be responsible for the preservation of all public and private property, monuments, utility lines, etc., along and adjacent to the Work. The Design/Builder shall use every precaution necessary to prevent damage or injury thereto. The Design/Builder shall exercise suitable precaution necessary to prevent damage to pipes, conduits and other underground structures; and shall carefully protect from disturbance or damage all land monuments and property marks until an authorized representative of the Owner has witnessed or otherwise referenced their location, and shall not remove them until directed. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the non-execution thereof on the part of the Design/Builder, his employees or agents, such property shall be restored by the Design/Builder, at the Design/Builder's expense. The Design/Builder will restore same to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or Design/Builder shall make good such damage or injury in an otherwise acceptable manner.

2.2.19 Intentionally Omitted.

2.2.20 The Design/Builder shall furnish services by land surveyors, air, and water conditions, when such services are deemed necessary by the Design/Builder to carry out properly the design services under this Agreement. These costs are to be included as cost of work.

3.0 OWNER RESPONSIBILITIES

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

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

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

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

3.5 The Owner shall furnish required information and services and shall promptly render

decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.

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

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

4.0 CONTRACT TIME

4.1 The Design/Builder shall provide services as expeditiously as is consistent with reasonable skill and care and the orderly progress of design and construction and in accordance with the Schedule (as defined below), as may be amended by mutual agreement of the parties from time to time.

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

4.3 The Date of Substantial Completion of the Work or of a designated portion thereof is the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy and utilize the Work for its intended use. The Date of Final Completion of the Work is the date when all punch list items are completed and the Work to be performed under this Agreement is fully completed.

4.4 The Design/Builder shall prepare a design and construction schedule of Work consistent with Paragraph 4.1 above and present it to Owner for written approval prior to commencing the Work ("Schedule"). This schedule shall indicate the dates for the start and completion of the various stages of the Work, including the dates when information and approvals are required from the Owner. The Schedule shall be revised as required by the conditions of the Work.

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

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

4.7 Completion time will not be extended for normal bad weather. The time for completion as stated in the Request for Proposal includes due allowance for calendar days on which work cannot be performed out-of-doors. For the purpose of the Agreement, the Design/Builder agrees that he

may expect to lose calendar days due to weather in accordance with the following table:

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

Also, the Design/Builder agrees that the measure of extreme weather during the period covered by this Agreement shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeds 0.10 inch and the average temperature failed to exceed 40 degrees F. The average in which the maximum temperature exceeded 50 degrees F., averaged from three local area weather stations over the same period of time. This is the same source of data used to determine normal weather losses. If the total accumulated number of calendar days lost to weather, from the start of work until the building is enclosed, exceeds that total accumulated number to be expected for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. No extension will be made for days of bad weather occurring after the "building is enclosed". For the purpose of this Agreement, the term "enclosed" is defined to mean when the building exterior skin is sufficiently completed. No change in contract sum will authorized because of adjustment of contract time due to weather.

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

Extensions of time will be considered when the delay in completion of the work is due:

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

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

4.9 The Design/Builder shall within five (5) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the final settlement of the Agreement, notify the Owner, in writing with a copy to the Owner's Architect, the causes of the delay for each delay caused by reasons other than weather. The Owner shall, where possible, ascertain the facts and extent of the delay or delays for claims, other than those caused by weather, filed by the Design/Builder between the 20th of the month to the 20th day of the previous month. If the Owner agrees with a time extension, the Design/Builder shall issue the monthly Pay Application accompanied by a Change Order. In cases where a claim is filed, except those that are of a

continuing nature and extend beyond the normal monthly report period stated herein, the Owner shall ascertain the facts and render his decision within thirty (30) days of the receipt of the final data relating to the claim. Decisions for claims for delays due to severe weather shall be made by the Owner only after the Substantial Completion. Only those days in excess of the accumulated total number of calendar days lost to weather, from the date of the Proceed Order until the time the building is enclosed, as covered in the schedule in Paragraph 4.7, will be considered. Claims for time losses due to extreme weather conditions will not be considered in fractions of less than one half (1/2) day. If the Design/Builder fails to file claims within the time period specified herein for delays, it shall be considered prima facie evidence that no basis for a claim exists.

4.10 The Design/Builder acknowledges and understands that if Substantial Completion of the project is delayed beyond the Date of Substantial Completion (as defined in Article 14 hereof), the Owner will suffer, sustain and incur substantial commercial and economic loss, damage and detriment, including, without limitation, loss of income, profits and operating revenues from the Project and extended interest costs, the precise magnitude and extent of all of which may be difficult to ascertain. Accordingly, it is the intent and desire of the parties (and an inducement to the Owner to enter into this Agreement with the Design/Builder) to agree in advance upon the amount of compensation which the Owner will be entitled to receive from the Design/Builder if Substantial Completion of the Project is not achieved on or before the Date of Substantial Completion or Final Completion is not achieved on or before the Final Completion Date. For each calendar day that Substantial Completion of the Project is delayed beyond the Date of Substantial Completion (as the same may be extended for excusable delays allowed hereunder), the Design/Builder shall pay to Owner the sum of Five Hundred Dollars (\$500.00) per day until Substantial Completion is achieved. For each calendar day that Final Completion of the Project is delayed beyond the Date of Final Completion (as the same may be extended for excusable delays allowed hereunder), Design/Builder shall pay to Owner the sum of Two Hundred Dollars (\$200.00) per day until Final Completion is achieved. Said sums shall constitute liquidated damages and not a penalty and are deemed reasonable by the parties in light of the circumstances and the anticipated actual loss, damage or detriment which the Owner will suffer, sustain and incur if completion of the Project is delayed. The Owner shall be entitled to retain, receive and recover such liquidated damages from the Design/Builder solely on the basis of the Design/Builder's failure to achieve the Date of Substantial Completion and/or the Date of Final Completion, without the necessity of proving or establishing any underlying cause or actual amount of loss or damage sustained, it being the intent and purpose of the parties to preclude the necessity of any such proof by negotiating and agreeing in advance upon the amount of such liquidated damages as herein provided. Such liquidated damages may be withheld by the Owner from the balance due to the Design/Builder under this Agreement as and when such damages accrue and payments become due to the Design/Builder hereunder or, if such liquidated the Design/Builder for breach of this Agreement, including, without limitation, Owner's right to terminate this Agreement.

5.0 PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

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

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

5.1.5 The Owner shall have no obligation to pay or to be responsible in any way for payment to a contractor of the Design/Builder except as may otherwise be required by law.

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

5.1.7 The Design/Builder warrants that:

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

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

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

5.1.8 The Design/Builder will receive the payments made by the Owner and the Design/Builder will hold such payments as a trust fund to be applied first to the payment of laborers, suppliers,

subcontractors, and others responsible for the Work for which such payments are made, including sufficient funds so that all taxes and insurance applicable thereto are also paid. The Design/Builder shall first apply all progress payments as trustee to satisfy all obligations the Design/Builder has incurred due to the Work, and shall comply with all laws applicable thereto.

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

5.1.10 The Owner reserves the right to withhold, as an additional reserve and without limiting its other rights and remedies, an amount sufficient: (a) to defend, satisfy and discharge any asserted claim that the Design/Builder (or anyone providing any of the Work hereunder) has failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred in connection with the Work or has caused damage to the Work or to any other work on the Project; (b) to complete the Work if it appears that funds remaining in the Contract, including retainage and exclusive of back charges, are insufficient to complete the Work; (c) to reimburse the Owner for any back charges incurred as a result of any act or omission by the Design/Builder hereunder; (d) to protect the Owner from the possible consequences of any other breach or default by the Design/Builder hereunder; or (e) to secure the Owner with respect to any breach or default by the Design/Builder or its affiliates, parent company and subsidiaries under any other agreement. Payment hereunder shall not be evidence of the proper performance or progress of the Work and no payment shall be construed to be acceptance of defective, faulty, or improper work or materials.

Without limiting the provisions of the previous paragraph, the Owner may retain from each progress payment made prior to the time of Substantial Completion ten percent (10%) of the amount otherwise due after deduction of any amounts as provided in the preceding sentence, and in no event to exceed any applicable statutory requirements. If the Owner elects to use this retainage provision:

- .1 at the time the work is fifty percent complete, the Owner shall withhold no additional retainage and shall pay the Design/Builder the full amount of what is on account of progress payments;
- .2 the Owner may, in its sole discretion, reduce the amount to be retained at any time;
- .3 the Owner may release retainage on that portion of the work a Subcontractor

has completed, in whole or in part, and which Work the Owner has accepted;

.4 in lieu of retainage, the Design/Builder may furnish a retention bond, acceptable to the Owner, to be held by the Owner.

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

5.2 FINAL PAYMENT

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

5.2.2 Neither final payment nor amounts retained, if any, shall become due until the Design/Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which the Owner or Owner's property might be liable have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, (3) a certificate that insurance required by the Contract Documents is in force following completion of the Work, and (4) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the Owner. If a contractor refuses to furnish a release or waiver required by the Owner, the Design/Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Design/Builder shall reimburse the Owner for moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

those arising from:

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

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

6.0 PROTECTION OF WORK, PEOPLE, AND PROPERTY

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

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

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

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

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

7.0 DESIGN/BUILDER'S INSURANCE AND BONDS

7.1 DESIGN/BUILDER'S LIABILITY INSURANCE

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

anyone for whose acts they may be liable:

.1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit laws and acts which are applicable to the Work to be performed;

.2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Design/Builder's employees;

.3 claims for damages because of bodily injury, sickness or disease, or death of persons other than the Design/Builder's employees;

.4 claims for damages covered by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Design/Builder or (2) by another person;

.5 claims for damages, other than to the Work at the site, because of injury to or destruction of tangible property, including loss of use;

.6 claims for damages for bodily injury or death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle;

.7 claims for damages because of professional errors and omissions; and

.8 claims for contractually assumed liability under this agreement.

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

- .1 Worker's Compensation
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability: \$1,000,000.00

.2 Comprehensive General Liabilities (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage and Elevator Liability):

Bodily Injury:	\$1,000,000.00 Each Occurrence
	\$5,000,000.00 Annual Aggregate
Property Damage:	\$1,000,000.00 Each Occurrence
	\$5,000,000.00 Annual Aggregate

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

Property Damage Liability Insurance including XCU coverage.

- .3 Contractual Liabilities:
 - Bodily Injury: \$ 1,000,000.00 Each Occurrence
\$ 5,000,000.00 Annual Aggregate
 - Property Damage: \$ 1,000,000.00 Each Occurrence
\$ 5,000,000.00 Annual Aggregate
- .4 Personal Injury: \$ 1,000,000.00 Each Occurrence
\$ 5,000,000.00 Annual Aggregate
- .5 Comprehensive Automobile Liability:
 - Bodily Injury: \$1,000,000.00 Each Person
\$1,000,000.00 Each Occurrence
 - Property Damage: \$1,000,000.00 Each Occurrence
\$5,000,000.00 Annual Aggregate
- .6 Professional Errors and Omissions: \$1,000,000.00 Each Occurrence
\$1,000,000.00 Annual Aggregate
- .7 Builders Risk: Full amount of cost proposal minus the amount of Design and Construction Management Services.
- .8 Umbrella Policy: \$25,000,000.00 combined single limit

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

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

7.1.4 Certificates of Insurance, and copies of policies if requested, acceptable to the Owner shall be delivered to the Owner prior to commencement of design and construction, as provided below. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment. The form of the certificate shall be AIA Document G705.

7.1.5 The Design/Builder's general liability and automobile insurance shall be endorsed to include the Owner, its officers, officials, employees, volunteers and agents as additional insureds as respects liability arising out of activities covered by or on behalf of the Design/Builder, products and completed operations of the Design/builder, premises owned, occupied or used by the

design/Builder, or automobiles owned, leased, hired or borrowed by the Design/builder. The coverage shall contain no special limitation on the scope of protection afforded to Owner, its officers, officials, employees, volunteers and agents. Nothing in this paragraph shall be construed to require the Design/Builder to provide liability coverage to the owner for claims asserted against Owner for its sole negligence. Such policies shall provide that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees, volunteers or agents. The design/builder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.1.6 The Design/Builder shall include all contractors and subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein with the exception of professional liability insurance stated in Paragraph 7.1.7

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

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

7.2 PROPERTY INSURANCE

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

7.2.2 The type of policy shall be a Builder's Risk in the amount of the contract sum as well as subsequent modifications and shall be on an all-risk policy form. The Builder's Risk policy shall cover 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 Design/Builder shall not be construed as relieving Design/Builder or his subcontractors or the insurance company or companies providing the coverage described herein of responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance.

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

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

7.3 INSURANCE

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

7.3.2 Verification of Coverage;

7.3.2.1 The Design/Builder shall furnish the Owner with five original certificates of insurance, each with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The name of the Insured on the Certificate must exactly match the name on the Agreement/Contract and on the Design/Builder's corporate seal. Each certificate must have an original signature in blue ink or a stamped signature in blue ink. Photocopies are not acceptable. The Certificates must include the Cobb County Property Management Project Name and Project Number.

7.3.2.2 The Certificate Holder must be shown as:

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

7.3.2.3 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.

7.3.2.4 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; 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."

7.4 LOSS OF USE INSURANCE

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

7.5 PERFORMANCE BOND AND PAYMENT BONDS

7.5.1 Prior to the execution of the Agreement:

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

.2 The Design/Builder will furnish Performance and Labor and Materials Payment Bonds in the amount of 100% of the contract sum. Form of bonds shall be AIA Document A311. The company issuing such bonds 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 as least equal to one-hundred percent (100%) of the Guaranteed Maximum Price (as defined in Paragraph 13.1.1 below and as may be adjusted by the parties), as security for the faithful performance of this Agreement and as security

for the payment of all persons performing labor or furnishing material in connection with the Agreement. Any increase in the Guaranteed Maximum Price shall require a rider to the bonds increasing the amounts accordingly. The surety shall be acceptable to the Owner and the bonds shall be executed on the forms attached hereto as **Exhibit A** and **Exhibit A-1**. In case of default on the part of the Design/Builder, all expenses incident to ascertaining and collecting losses on the bond, including engineering and legal fees, shall lie against the bond. The Design/Builder shall provide to Owner a one-year guarantee covering workmanship and materials of the Project. The performance bond shall remain in force for one year from the date of Project acceptance by the Owner. The cost of these bonds shall be paid by the Design/Builder.

.3 Bonding of Subcontractors: Include in the Base Bid, Performance and Labor and Material Payment Bonds, each in 100% of the sub-contract sum, for each subcontractor having a contract exceeding One Hundred Thousand Dollars (\$100,000.00). Subguard (Contractor Supplied Insurance Program) will be used by the Design/ Builder to ensure payment and performance of each subcontractor working on site at a rate of 1.3% of the total cost of work. Should Owner elect not to require bonds for particular Subcontractors, bond costs shall revert back to the Owner. The Design/Builder and Subcontractor shall require the Attorney-In-Fact who executes the bonds on behalf of sureties to attach a certified, current copy of his Power of Attorney.

8.0 CHANGES IN THE WORK

8.1 CHANGE ORDERS

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

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

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

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

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

substantiating data to permit evaluation.

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

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

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

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

- .1 For additive Change Orders, the Design/Builder's fee for overhead and profit combined will

be increased by seven (7%) percent of the approved direct cost of the additional work performed by its Subcontractors. For the Design/Builder and each Subcontractor involved, the respective party's fee for overhead and profit combined will be increased by fifteen (15%) percent of the approved direct cost of the additional work performed with its own forces.

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

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

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

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

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

8.2 CONCEALED CONDITIONS

8.2.1 If, in the performance of the Work, the Design/builder finds latent, concealed or subsurface physical conditions which materially differ from the conditions the Design/Builder reasonably anticipated, or if the physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement, then the GMP, estimated Cost of the Work, the Design/Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and if applicable the compensation for Design Phase services, may be equitably adjusted by change Order within a reasonable time after the conditions are first observed. The Design/Builder shall provide the Owner with written notice within ten (10) business days after the date of discovery of such condition. Upon receipt of the Design/Builder's notice, the Owner will investigate the conditions. If the Owner determines that a concealed or unknown site condition exists, the Owner will issue an interim Change Order providing the Design/Builder directions on how to proceed. If the Owner determines that a concealed or unknown site condition

does not exist, the Design/Builder shall continue with the Work s shown in the contract Documents.

8.3 REGULATORY CHANGES

8.3.1 The Design/Builder acknowledges, by execution of this Agreement, that the Design/Builder has included in the compensation all changes in the Work necessitated by the enactment or revision of codes, laws, or regulations subsequent to signing of the Contract and including those codes, laws, or regulations which are anticipated to be enacted prior to completion of the Work. Contractor shall not be compensated for changes required by inspection officials through completion of the Work for compliance with requirements, which were in force at time of Contract signing or anticipated to be enacted prior to completion whether or not such requirements were noted at time of permit issuance.

9.0 DEFECTIVE WORK

9.1 The Design/Builder shall promptly correct Work rejected by the Owner or known by the Design/Builder to be defective or failing to conform to the Construction Documents. Whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Design/Builder shall specifically warrant all work performed under this Agreement for one (1) year immediately following Substantial Completion. The Design/Builder shall correct Work under this Agreement found to be defective or nonconforming within that one-year period, or within such longer period provided by any applicable special warranty in the Contract Documents.

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

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

9.4 If the Design/Builder defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within forty-eight (48) hours after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may give a second written notice to the Design/Builder and, seven (7) days following receipt by the Design/Builder of that second written notice and without prejudice to other

remedies the Owner may have, the Owner may correct such deficiencies by whatever means the Owner deems expedient. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design/Builder costs of correcting such deficiencies. If the payments then or thereafter due the Design/Builder are not sufficient to cover the amount of the deduction, the Design/Builder shall pay the difference to the Owner.

10.0 DISPUTES

10.1 Work Continuance and Payment. The Design/Builder shall continue to proceed with the performance of its obligations under the Agreement and shall maintain the progress of such services during any dispute mitigation or resolution proceedings arising out of this Agreement unless the Owner and the Design Builder shall mutually agree otherwise in writing. If the Design/Builder continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

10.2 Direct Discussions. If the parties cannot reach resolution on a matter relating to or arising out of the Agreement, the parties shall endeavor to reach resolution through good faith direct discussions between the parties' representatives, who shall possess to the extent possible the necessary authority to resolve such matter and who will record the date of first discussions. If the parties' representatives are not able to resolve such matter within ten (10) business days of the date of first discussion, the Parties' representative shall immediately inform senior executives of the parties in writing that resolution was not effected. Upon receipt of such notice, the senior executives of the parties shall meet within fifteen (15) business days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) business days from the date of first discussion, the parties shall submit such matter to mediation.

10.3 Mediation. The parties shall endeavor to resolve the matter by mediation through the Cobb County system. The administration of the mediation shall be as mutually agreed by the parties. The mediation shall be convened within sixty (60) business days of the matter first being discussed. Either party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person by the terminating party to the non-terminating party and to the mediator. The costs of the mediation shall be share equally by the parties.

10.4 Litigation. If the matter remains unresolved after submission of the matter to a mitigation procedure or top mediation, the parties shall submit the matter to litigation. All such actions shall be commenced in a court of competent jurisdiction located in Cobb county, Georgia, it being specifically understood that the Owner and Design/Builder expressly consent to the jurisdiction and venue of any such court.

11.0 MISCELLANEOUS

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

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

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

11.4 SUBCONTRACTS

11.4.1 Work not performed by the Design/Builder with its own forces shall be performed by Subcontractors or the Architect/Engineer. The Design/Builder, as soon as practicable after execution of this Agreement, shall furnish to the Owner in writing the names of the persons or entities the Design/Builder will engage as contractors and subcontractors for the Project. The Design/Builder shall not retain any subcontractor to whom the Owner has a reasonable and timely objection. The Design/Builder shall be responsible to the management of the Subcontractors in the performance of the Work.

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

11.4.3 Contingent Assignment of Subcontract. If this Agreement is terminated, each subcontract agreement shall be assigned by the Design/Builder to the Owner, subject to the prior rights of any surety, provided that:

.1 this Agreement is terminated by the Owner for cause pursuant to Paragraphs 12.1.2 or 12.2.3 of this Agreement; and,

.2 the Owner accepts such assignment, after termination, by notifying the Subcontractor and Design/Builder in writing, and assumes all rights and obligations of the Design/Builder pursuant to each subcontract agreement.

If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

11.4.4 Binding of Subcontractors and Material Suppliers. The Design/Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractors and Material Suppliers portions of the Work.

11.5 WORK BY OWNER OR OWNER'S CONTRACTORS

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

make such claims as provided in Paragraph 11.6.

11.5.2 The Design/Builder shall afford the Owner's separate contractors reasonable opportunity for introduction and storage on the Project site of their materials and equipment for execution of their work. The Design/Builder shall incorporate and coordinate the Design/Builder's Work with work of the Owner's separate contractors as required by the Contract Documents, provided the Subcontractors have adequate insurance coverage and list Design/Builder as additional insured.

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

11.5.4 The Owner shall cause Owner's separate contractors to include the Design/Builder, its officers, employees and agents as additional insureds under its policies of insurance or shall furnish separate certificates and endorsements for the construction of this Project.

11.6 CLAIMS FOR DAMAGES

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

11.7 INDEMNIFICATION

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

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

11.8 SUCCESSORS AND ASSIGNS

11.8.1 This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of contract with the Owner or Design/Builder. Neither party shall assign, sublet, or transfer an interest in this Agreement without the written consent of the other.

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

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

11.10 Waiver. The failure of either party to insist, in one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

11.11 EXTENT OF AGREEMENT

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

11.12 JOINT DRAFTING. The parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

12.0 TERMINATION

12.1 TERMINATION BY THE OWNER

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

12.1.2 If the Design/Builder defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform the provisions of this Agreement, the

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

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

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

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

.3 The Design/Builder fails to follow the instructions of the Owner directed towards requiring results in conformity to the Agreement;

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

12.2 TERMINATION BY THE DESIGN/BUILDER

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

12.2.2 The Parties shall have no right to consequential damages arising from any action or inaction

relating to the performance obligations of this Agreement, and the Parties hereby waive any and all rights to consequential damages.

13.0 BASIS OF COMPENSATION

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

13.1 COMPENSATION

The basis of compensation under this Agreement shall be the Cost of Work plus a fee with a Guaranteed Maximum Price.

13.1.1 GUARANTEED MAXIMUM PRICE (GMP)

.1 **GMP PROPOSAL.** At such time as the Owner and the Design/Builder jointly agree, the Design/Builder shall submit a GMP Proposal in a format acceptable to the Owner. Unless the parties mutually agree otherwise, the GMP shall be in the sum of the estimated Cost of the Work, as hereinafter defined, and the Design/Builder's Fee as hereinafter defined. The GMP is subject to modification as provided in Article 8.0. The Design/Builder will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

If the Design/Build documents are not complete at the time the GMP Proposal is submitted to the Owner, the Design/Builder shall provide in the GMP for further development of the Design/Build Documents consistent with the Owner's Request for Proposal. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which if required, shall be incorporated by Modification.

.2 **BASIS OF GUARANTEED MAXIMUM PRICE.** The Design/Builder shall include with the GMP Proposal a written statement of its basis, which shall include:

.1 A list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

.2 A list of allowances and a statement of their basis;

.3 A list of the assumptions and clarifications made by the Design/Builder in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

.4 The Date of Substantial Completion or the Date of Final Completion upon which the GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

- .5 A schedule of applicable alternate prices;
- .6 A schedule of additional services included, if any;
- .7 The time limit for acceptance of the GMP Proposal;
- .8 The Design-Builder's Contingency as provided in Subparagraph 13.1.1.7;
- .9 A statement of any work to be self-performed by the Design/Builder, and

.10 A statement identifying all patented or copyrighted materials, methods or systems selected by the Design/Builder and incorporated in the Work that are likely to require the payment of royalties or license fees.

.3 REVIEW AND ADJUSTMENT TO GMP PROPOSAL. The Design/Builder shall meet with the Owner to review the GMP Proposal. In the event that the Owner has any comments relative to the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to the Design-builder, who shall make appropriate adjustments to the GMP, its basis or both.

.4 ACCEPTANCE OF GMP PROPOSAL. Upon acceptance by the Owner of the GMP Proposal, as may be amended by the Design/Builder in accordance with Subparagraph 8.0, the GMP and its basis shall be set forth in Amendment No. 1. The GMP and the Date of Substantial Completion or the Date of Final Completion shall be subject to modification in Article 4.0_.

.5 FAILURE TO ACCEPT THE GMP PROPOSAL. Unless the Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies the Design-builder, the GMP Proposal shall not be effective. If the Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, the Owner shall have the right to:

.1 Suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted in accordance with Subparagraph 13.1.1.4.

.2 Direct the Design/Builder to proceed on the basis of reimbursement as provided in Articles 2, 3, 4 and 5 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

.3 Terminate the Agreement for convenience in accordance with Paragraph 12.1.1.

.4 In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

.6 PRE-GMP WORK. Prior to the Owner's acceptance of the GMP Proposal, the Design/Builder shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as the Owner may specifically authorize in writing.

.7 DESIGN/BUILDER'S CONTINGENCY. The GMP Proposal will contain as part of the estimated Cost of the Work, the Design/Builder's Contingency, a sum mutually agreed upon and monitored by the Design/Builder and the Owner to cover costs which are properly reimbursable as a Cost of the Work but are not the basis for a Change Order. The Design/Builder's Contingency shall not be used for changes in scope for any item that would be the basis for an increase in the GMP. The Design/Builder shall provide the Owner with an accounting of charges against the Design/Builder's Contingency.

.8 COST REPORTING. The Design/Builder shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The Design/Builder shall maintain a complete set of all books and records prepared or used by the Design/Builder with respect to the Project. The Design/Builder's records supporting its performance and billings under this Agreement shall be current, complete and accurate and maintained according to Generally Accepted Accounting Principles. The Owner shall be afforded reasonable access during normal business hours to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Design/Builder shall preserve all such records for a period of three years after the final payment or longer where required by law.

13.1.2 COST OF THE WORK

13.1.2 The Owner agrees to pay the Design/Builder for the Cost of the Work as hereinafter defined. This payment shall be in addition to the Design-Builder's Fee. The cost of Work shall include:

.1 COST ITEMS FOR DESIGN PHASE SERVICES - Compensation for Design Phase services of **\$XXX,XXX**;

.2 COST ITEMS FOR CONSTRUCTION PHASE SERVICES - Wages paid for labor in the direct employ of the Design/Builder in the performance of the Work of **\$XXX,XXX** as specified in the General Conditions Cost Breakdown;

.1 Salaries of the Design/Builder's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing the functions listed below;

.2 Cost of all employee benefits and taxes including but not limited to Workers' Compensation, unemployment compensation, Social Security, health, welfare, retirement and other

fringe benefits as required by law, labor agreements, or paid under the Design/Builder's standard personnel policy, insofar as such costs are paid to employees of the Design/Builder who are included in the Cost of the Work under Subparagraphs and;

.3 Reasonable transportation, travel, hotel and moving expenses of the Design-Builder's personnel incurred in connection with the Work;

.4 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage and handling;

.5 Payments made by the Design/Builder to Subcontractors for work performed under this Agreement;

.6 Fees and expenses for design services procured or furnished by the Design-Builder except as provided by the Architect/Engineer and compensated in Paragraph 13.1.2.2.1;

.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Design/Builder;

.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Design/Builder or Others, including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Design-Builder or its affiliates, subsidiaries or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment;

.9 Cost of the premiums for all insurance and surety bonds which Design/Builder is required to procure or deems necessary, and approved by the Owner, including any additional premium incurred as a result of any increase in the GMP;

.10 Sales, use, gross receipts or other taxes, tariffs or duties related to the Work for which the Design/Builder is liable;

.11 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights including costs of defending related suits for which the Design-Builder is not responsible as set forth in Paragraph and deposits lost for causes other than the Design/Builder's negligence;

.12 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work or redesign during the Construction Phase and for a period of one year following the Date of Substantial Completion, provided that such corrective work or redesign did not arise from the negligence of the Design/Builder.

.13 All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office;

.14 Reproduction costs, photographs, facsimile transmissions, long-distance phone calls, data processing services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite, to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work;

.15 All water, power and fuel costs necessary for the Work;

.16 Cost of removal of all non-hazardous substances, debris and waste materials;

.17 Costs incurred due to an emergency affecting the safety of persons or property;

.18 Legal, mediation and arbitration fees and costs, other than those arising from disputes between the Owner and the Design-Builder, reasonably and properly resulting from the Design-Builder's performance of the Work;

.19 All costs directly incurred in the performance of the work or in connection with the Project, and not included in the Design/Builder's Fee as set forth in Paragraph 13.1.3, which are reasonably inferable from the Contract Documents as necessary to produce the intended results.

13.1.3 DESIGN/BUILDERS FEE Except as otherwise provided in Paragraph 8.1.7 above, the Design/Builder's fee for overhead and profit under this Agreement shall be **\$XXX,XXX**.

13.1.4 DISCOUNTS. All discounts for prompt payment shall accrue to the Owner to the extent such payments are made directly by the Owner. To the extent payments are made with funds of the Design/Builder, all cash discounts shall accrue to the Design-Builder. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

14.0 OTHER PROVISIONS

14.1 The Basic Services to be performed shall be commenced on MAY **___, 2011** and, subject to authorized adjustments and to delays not caused by the Design/Builder, Substantial Completion shall be achieved within **XXX calendar days** thereafter ("Substantial Completion Date"), and Final Completion shall be achieved within **XX** days after the Date of Substantial Completion ("Final Completion Date").

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

14.3 The Design/Builder's Bid Proposal includes:

All cost for furnishing to Owner all materials, equipment, and supplies for the any costs incurred in the Design and Construction of the **AUSTELL SENIOR CENTER**.

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

.1 Design/Builder Partner: (XXXXXXXXXX XXXXXXXXof Construction Company).

.2 Design/Builder Project Manager: (XXXXXX XXXXXXXXX of XXXXXXXX Construction Company).

.3 Design/Builder Superintendent: (XXXXXXX XXXXXXXXX of XXXXXXXXX Construction Company).

.4 Design/Builder Architect Project Manager: (XXXXXXX XXXXXXXX of ARCHITECT)

.5 Project Civil Engineer: (XXXXXXX XXXXXXXX of CIVIL ENG.)

.6 Project Structural Engineer: (XXXXXXXXXX XXXXXXXXXXXXXXXX).

.7 Project Mechanical Engineer: (XXXXX XXXXXXXXX of XXXXXXXX Engineering)

.8 Project Electrical Engineer: (XXX XXXXXXXX of XXXXXXXX Engineering)

14.5 IMMIGRATION COMPLIANCE. The Owner and Design/Builder 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 Design/Builder represents that it employs:

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

(Design/Builder must initial appropriate category).

The Design-builder 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 Design-Builder Affidavit and Agreement attached hereto as **EXHIBIT B**.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Design-builder 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 B-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 Design-Builder to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Design-Builder 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.

14.6 COMPLIANCE WITH O.C.G.A. § 36-60-13. Owner and Design/Builder 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 Design/Builder 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.

14.7 CONFLICT OF INTEREST AFFIDAVIT. Design/Builder agrees, and shall execute an affidavit in the form as attached hereto as **Exhibit C** 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.

14.8 NON-COLLUSION AFFIDAVIT. Owner and Design/Builder 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) Design/Builder shall make the oath and complete an affidavit in the form as attached hereto as **Exhibit D**. 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.

14.9 OWNER'S GREEN BUILDING POLICY. Design/Builder agrees to perform the Services in compliance with the Owner's Green Building Policy. That policy provides that all new construction and renovation of occupied county buildings, 5000 square feet or more, where feasible, shall be designed and built to achieve a LEED certification. Other construction and renovations less than 5,000 square feet may also be considered where appropriate. The Green Building Policy shall require a payback of no more than ten years for projects designed to the LEED standard. Owner staff shall recommend to the Owner Board of Commissioners which level of LEED certifications is appropriate for the particular project based on sustainability and life cycle cost analysis. Where no level of certification is feasible, then the project design and construction shall include as many measures as possible based on the LEED checklist.

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

OWNER:
Cobb County
100 Cherokee Street
Marietta, Georgia 30060

DESIGN/BUILDER:
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
CONTRACTOR # _____

By: _____
Samuel Olens Chairman, Cobb County
Board of Commissioners

By: _____
Name: _____

Attest: _____
County Clerk

Title: _____

Approved as to Form:

Attest: _____
Corporate Secretary

County Attorney

EXHIBIT A
PAYMENT BOND

Bond Number: _____

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

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

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

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

B. The Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be due claimant, and have execution thereon. The Owner shall not be liable for the payment of any judgment costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant,

1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the

last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial specifics and accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner and/or Surety, at the addresses provided in the Contract or in this bond, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After one (1) year from the completion of Contract and the acceptance by Owner of the work there under, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and or the county or of the state in which the project, or any part thereof, is situated.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

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

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

Principal/Contractor

Signature

Typed Name

Title

Attest:

By: _____
(SEAL)
Surety

Signature of Attorney-in-Fact

Typed Name of Attorney-in-Fact

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

(SEAL)

EXHIBIT A-1
PERFORMANCE BOND

Bond Number: _____

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

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

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

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

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

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

or a succession of defaults) under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

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

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

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

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

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

Attest:

By: _____

Attest:

By: _____

Principal/Builder (SEAL)

Signature

Typed Name

President _____
Title

Surety (SEAL)

Signature of Attorney-in-Fact

Typed Name of Attorney-in-Fact

**EXHIBIT B
CONTRACTOR AFFIDAVIT & AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)), in accordance with the deadlines established in the referenced statute.

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

BY: Authorized Officer or Agent
[Contractor Name]

Date

Printed Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE ____ DAY OF _____, 2008_

Notary Public
My Commission Expires:

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

EXHIBIT B-1
SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)), in accordance with the deadlines established in the referenced statute.

BY: Authorized Officer or Agent
[Contractor Name]

Date

Printed Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE ____ DAY OF _____, 2008_

Notary Public
My Commission Expires:

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

EXHIBIT C
CONFLICT OF INTEREST AFFIDAVIT

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

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

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

Notary Public
My Commission Expires:

EXHIBIT D
OFFICER'S OATH

As a duly authorized representative of the firm involved in the bidding for or procuring the contract for the construction of the new Parking deck Structure for Cobb County, Georgia I, _____ with the title _____ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

Date: _____

Company Name: Choate Construction Company

Authorized Representative Name: _____

Title: _____

Signature: _____

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

Notary Public
My Commission Expires:

PRE- BID CONFERENCE

SEALED BID #11 – 5572
 REQUEST FOR PROPOSAL
 DESIGN / BUILD
 NEW AUSTELL SENIOR CENTER
 COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT
 APRIL 13, 2011

REPRESENTATIVE NAME	COMPANY NAME & COMPLETE ADDRESS	PHONE (INCLUDE AREA CODE)	FAX # (INCLUDE AREA CODE)	E-MAIL ADDRESS
EARL SMITH	PIEPER O'BRIEN HERR ARCH 3000 ROYAL BLVD S.	(770) 569-1706	(770) 569-1786	EARL.SMITH@POHARCHITECTS.COM
KIRK MATHEOS	BENNING Construction 4685 S. ATLANTA RD SMYRNA 30080	(404) 742-1911	(404) 742-2337	KIRK@benningnet.com
MIKE TRAVIS	J.M. WILKERSON CONSTRUCTION 1734 SANDS PLACE MARIETTA, GA 30067	770-953-2659	770-933-9665	MTRAVIS@JMWILKERSON.COM
Russell Small	marshland Residential 2211 Beecher Avenue Road Suite 190, Norcross, Ga, 30071	770-263-5945	770-263-0166	Rsmall@marri.net
Alan Pinsker	Praxis 3 architecture 1776 Peachtree St. suite 400sa. Atlanta, GA 30309	404-875-4500	404-876-8884	apinsker@praxis3.com
Brannon Fair	Redi Floors 1791 Williams Dr. Marietta, GA. 30066	770-590-7334	770-590-0218	bfair@redi-floors.com
DAN GERDING	GERDING COLLABORATIVE 1350 SPRING ST. NW SUITE 250 ATLANTA, GA 30305	404-584-9600	404-584-9668	DGERDING@GERDINGCOLLABORATIVE.COM
Pam Breeden	CSS	5366	5358	

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Steve Br. Haddon	LAT KRY 1800 Park Plaza Marietta GA 30067	404-917-3804		STEVEBR@LATENGINEERING.COM
Brian Newcome	ALBION SCACCIA GA 30067	678-325-5900		BNEWSON@ALBIONSCACCIA.COM
MIKE MINUREM	THE MACAWAY GROUP 1320 The Exchange Ste 350 Atlanta GA 30335	404 603-8833	404 603 8333	MIKE@MACAWAYGROUP.COM
Mike Maginnis	POND & CO (30092) 3500 PARKWAY LN SUITE 600 WOODCROSS GA	678-336-7740	678-336-7744	MMAGINNIS@POND.CO.COM
Croswell Brian	Choate Construction Co. 8200 Roberts Drive Suite 600 Atlanta, GA 30350	678-92-1221	678-92-1202	cbrian@choateco.com
John Lichtenwale	Turner Construction Co 3560 Lenox Rd Atlanta, GA 30326	4/504-2733	4/504-3716	jlichtenwale@tcio.com
Rob Williamson	YLH CONSTRUCTION Co. 75 5TH ST NW SUITE 1300 ATLANTA, GA 30308	4-419-9408	4-419-9419	ROBE@YLHCONSTRUCTION.COM
BRIAN NEW SOME	ALBION SCACCIA Bloor Dunwoody PL. #346 SANDY SPRINGS GA 30350	6-325-5900	6-325-5905	bnewsome@albionscaccia.com

PRE- BID CONFERENCE

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T.R "TED" BENNING	BENNING CONSTRUCTION CO 4655 S. ATLANTA RD SE SMYRNA GA 30080	404-792-1911	404-792-2337	TRBIII@BENNINGNET.COM
Robert Wagoner	LUSK CO. INC. 2350 JUSTIN TRAIL ALPHARETTA, GA 30004	678-624-0202	678-624-1206	Robert@LuskCo.com
JOHN GROSS	Memoiland Altobelli 1800 ROSWELL RD STE 100 MARIETTA GA 30062	770-565-2520	770 565 8042	colb@maac-nat
Duncan McNeel	McNeel Builders P.O. Box 3234 MARIETTA GA 30061	770 428-0446	770 425 6350	duncanmenceel@gmail.com
BILL HOWELL	THE HOWELL GROUP, INC. 965 PIEDMONT RD, NE SUITE 100 MARIETTA, GA 30046	(678)354-5611	(678)354-5612	BHOWELL@THEHOWELLGROUP.NET
KENT HUNTER	John L. Hunter Const Co 5330 OAKDALE RD SMYRNA GA 30082	404 792-3600	404 792-3624	Kent@JLhunter.com
TAMI MOORE	TRC NW & DDG, INC 260 Peachtree St, Ste 2500 ATL, GA 30303	678-612-2172	404-875-0650	trc tmoore@trcnw.com
Betsy Nurse	IdeaSpan 100 Peachtree St NW Ste 2500 Atlanta, GA 30303	404.522.8899	404.521.6343	bnurse@idea-span.com

PRE- BID CONFERENCE

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Pam Coppage	Cobb County Property Mgmt	770-528-2150		
Fat Ray	Drawing Const			fraydrawing.com
Stephanie Brice	Cobb County Purchasing	770-528-8439		
JOHN FLOOD	"	770-528-8418		
MARK HENDRIX	W.E. Contracting Co 6928 N. MAIN ST Acworth GA 30101	7-975-7599	7-975-17545	WDEiii@bellsouth.net
SANFORD "SANDY" SHULMAN	AMERICAN SPECIALTY 4880 LORRAINE ROSWELL RD. SUITE 165-411 MARISTA 30067	404-281-5322		SANDYSHULMAN@ FILENEXPERTS.COM
CLAY CARPENTER	ECS 1231 KENNESWORTH CIRCLE MARISTA, GA. 30066	7-590-1971		ccarpenter@ecsline.com
Allen Kronenberger	Cobb County	770 528 2187		