



*Cobb County...Expect the Best!*

**INVITATION TO BID**

**Sealed Bid #17-6212  
Annual Contract  
Special Inspections and Soils/Material Testing  
Cobb County Parks, Recreation and Cultural Affairs Department**

**BID OPENING DATE: December 8, 2016**

**PRE-BID MEETING: November 21, 2016 @ 1:00 P.M. (E.S.T.)  
1772 County Services Parkway  
2<sup>nd</sup> Floor  
Marietta, GA 30008**

**Bids Are Received In the Cobb County Purchasing Department  
122 Waddell Street  
Marietta, Georgia 30060  
Before 12:00 (Noon) By the Bid Opening Date**

**Bids Will Be Opened at the Cobb County Purchasing Department at 2:00 pm  
122 Waddell Street  
Marietta, GA 30060**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 1 COPY OF BID  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

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



**BID SUBMITTAL FORM**

SUBMIT BID/PROPOSAL TO:

**Cobb County Purchasing Department**  
122 Waddell Street  
Marietta, Georgia 30060

**BID/PROJECT NUMBER: 17-6212**

**Annual Contract**

**Special Inspections and Soils/Material Testing**

**Cobb County Parks, Recreation and Cultural Affairs Department**

**DELIVERY DEADLINE: December 8, 2016 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

Bid Opening Date: DECEMBER 8, 2016 @ 2:00 P.M. at Cobb County Purchasing Department,  
122 Waddell Street, Marietta, Georgia, 30060.

**BUSINESS NAME AND ADDRESS INFORMATION:**

Company name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Company address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

**NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:**

\_\_\_\_\_  
(PLEASE PRINT/TYPE) NAME TITLE

**SIGNATURE OF OFFICER ABOVE:**

\_\_\_\_\_  
(SIGNATURE)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT:  
\_\_\_\_\_

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)  
\_\_\_\_\_

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **17-6212**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 60 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

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



## COBB COUNTY PURCHASING DEPARTMENT

122 Waddell Street  
Marietta, Georgia 30060  
(770) 528-8400/FAX (770) 528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)  
[www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov)

### IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

### BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

**COBB COUNTY PURCHASING DEPARTMENT**  
**122 Waddell Street**  
**MARIETTA, GA 30060**

All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope **WILL NOT** be considered.

#### PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required. Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
  - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A**
  - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND (NOT REQUIRED)**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “SEALED BID LABEL” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

**Thank you in advance for your cooperation.**

**SEALED BID LABEL**

**SEALED BID ENCLOSED**

DELIVER TO:

Cobb County Purchasing  
122 Waddell Street  
Marietta, GA 30060

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**SEALED BID #17-6212 DATE: DECEMBER 8, 2016**

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

**DESCRIPTION: Annual Contract - Special Inspections and  
Soils/Material Testing**

**VENDOR: \_\_\_\_\_**

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



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

COBB COUNTY PURCHASING DEPARTMENT  
122 Waddell Street  
MARIETTA, GA 30060

TO ALL PROSPECTIVE BIDDERS:

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

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

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

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

Thank you for your cooperation.  
Cobb County Purchasing Department

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**"STATEMENT OF NO BID"**  
**SEALED BID NUMBER 17-6212**  
**Annual Contract**

**Special Inspections and Soils/Material Testing**  
**Cobb County Parks, Recreation and Cultural Affairs Department**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 122 Waddell Street, Marietta, GA. 30060 -Fax # 770-528-1154**

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

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

Please PRINT the following:

\_\_\_\_\_ Representative  
Company

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

## **Advertisement for Bids**

Cobb County will receive Sealed Bids before **12:00 noon, December 8, 2016** in the

**Cobb County Purchasing Department  
122 Waddell Street  
Marietta, Georgia 30060**

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

**Sealed Bid # 17 – 6212  
Annual Contract  
Special Inspections and Soils/Material Testing  
Cobb County Parks, Recreation and Cultural Affairs Department**

Bids are opened at 2:00 p.m. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia 30060

No bid may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

**The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered.**

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. [www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing).

Advertise: November 11, 18, 25, 2016  
December 2, 2016

**Invitation to Bid  
Annual Contract  
Special Inspections and Soils/Material Testing  
Cobb County Parks, Recreation and Cultural Affairs Department  
Sealed Bid #17-6212**

**BACKGROUND**

In November of 2014, the residents of Cobb County voted to implement a Special Purpose Local Option Sales Tax (SPLOST) herein referred to as the 2016 SPLOST. The 2016 SPLOST is intended to address the immediate needs of Parks, Recreation and Cultural Affairs (PARKS), Transportation, Facilities, Libraries, Senior Services, Technology, and Public Safety. The collection of the 2016 SPLOST began on January 1, 2016 and will continue through December 31, 2021.

**GENERAL INFORMATION**

Cobb County is accepting sealed bids from qualified firms for the purpose of establishing an annual unit price contract for IBC Chapter 17 Special Inspection and Testing Services on an as requested basis. Work contemplated under this Bid is described as providing complete inspection and testing services including but not limited to the following major areas: soils, asphalt, concrete, masonry, steel, mechanical and electrical inspections for compliance with contract documents. Cost estimates shall be prepared as requested by the selected firm or firms based on unit prices and estimated quantities for each individual project.

Bids shall be received before **12:00 noon on December 8, 2016** at the Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia, 30060. Late bids will not be accepted.

**A pre-bid meeting will be held on November 21, 2016 at 1:00 PM Cobb County PARKS, 1772 County Services Parkway, 2<sup>nd</sup> Floor, Marietta, GA 30008. Attendance is not mandatory but is strongly encouraged.**

Please submit an original and one (1) copy of your bid.

Any questions concerning this bid must be submitted in writing to:

Cobb County Purchasing Department  
122 Waddell Street  
Marietta, GA 30060  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

**The deadline for questions to be submitted is 5:00 PM on November 29, 2016.**

## **SCOPE OF WORK**

New Park facilities constructed with the 2016 SPLOST funding will require Special Inspections and Testing. The Designer of Record for each project (through separate contract with the County) will prepare a Schedule of Special Inspections and submit it for approval to Cobb County Community Development (or possibly one of the cities within the County) during the design and permitting phase of the project.

In addition to the special inspections, additional materials testing including soils and concrete during construction in noncritical and/or nonstructural areas on the site may also be required.

The list of Parks and Recreation projects to be funded by the 2016 SPLOST is provided in the Appendix at the end of this RFP. In addition, projects funded by other sources and other Cobb County Departments may utilize this annual contract with the selected firm or firms.

Most, if not all of the Parks and Recreation projects, will consist of spread and/or isolated reinforced concrete footings, load bearing and nonload bearing masonry walls including rebar and grout, reinforced concrete slabs, structural steel framing, roof trusses and roof decking. In some cases, other structural systems may be utilized if deemed appropriate by the designer of record for each project.

The special inspections and testing shall be conducted in compliance with Chapter 17 of the International Building Code, 2012 Edition, (including all applicable Georgia State Amendments) and the Schedule of Special Inspections for each project approved by Cobb County Community Development or the permitting authority designated by the City within Cobb County where the project is located. Should a newer version of the Code be adopted following the issuance of the contract, the new code and any applicable Georgia State amendments will dictate the design and special inspections.

The firm performing Special Inspections and Testing shall work closely with the Contractor assigned to each project and PARKS to ensure all special inspections and testing are completed in a timely and cost efficient manner. All personnel performing the inspections shall meet the minimum qualifications defined in the International Building Code. Current documentation shall be provided to the Owner at the beginning of each project to confirm qualifications are met.

Reports of all inspections and testing shall be prepared on an appropriate form with a copy provided to the Contractor and the Owner in a timely manner. Any tests or inspections that are found not in compliance with the contract requirements shall be brought to the attention of the Owner and the Contractor by the testing firm immediately, for appropriate action.

At the completion of the project, the Special Inspector(s) shall prepare and sign a Final Report of Special Inspections and submit the report to the Design Professional with a copy to the Owner.

## **SPECIAL TERMS AND CONDITIONS**

### **I. Contract Period:**

Contract awarded as a result of bids submitted under this Sealed Bid shall extend from the date of award for a period of 12 full months.

### **II. Option to Extend the Term of Contract:**

Contract is renewable, at the option of Cobb County Government, and upon written agreement by the vendor. However, the total duration of this contract, including the exercise of any options, shall not exceed three (3) years (basic year and two (2) one (1) year options).

### **III. Award of Contract**

The County may award the contract to multiple firms, based on the qualifications and unit prices submitted on the **Bid Form**.

By submission of bid, each Bidder acknowledges the applicable code and the firm's familiarity with the requirements therein.

For the purpose of brevity, line items on the **Bid Form** may be abbreviated or a partial description of the tables and requirements in the code may be provided. By submitting a bid, each bidder acknowledges that when testing and inspections are defined by the schedule of special inspections issued for each project, all inspections and testing required in each specific section, subsection and table in the code (for example, all testing and inspections required under section 1705.3 and Table 1704.5) are required.

If the Bidder does not wish to bid on specific items shown on the **Bid Form**, the Bidder shall place the letters NA in the appropriate blank for each item.

### **IV. Contract Form**

The Professional Services Contract Sample included herein shall be the contract form utilized for the specified services.

When the schedule of special inspections for each project is approved by the appropriate permitting agency, the Special Inspections and Testing firm(s) shall provide an estimated cost as requested based on the unit prices and the projected quantity of each identified activity. The County will review and approve (or request a revision) of the estimated cost. When an agreement is reached, a Purchase Order or Delivery Order containing the description and unit prices will be issued to the selected firm.

## **Cobb County General Instructions for Bidders, Terms and Conditions**

### **I. Preparation of Bids**

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

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

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

Invitations to Bid issued by Cobb County are advertised on the Cobb County Internet site ([www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing)) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

### **II. Delivery**

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

### **III. Explanation to Bidders**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received by **5:00 PM on November 29, 2016** in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

Submit questions in writing to:  
Cobb County Purchasing Department  
122 Waddell Street  
Marietta, GA 30060  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: [www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing). Receipt of addenda shall be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

### **IV. Submission of Bids**

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.** The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

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

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

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

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

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

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

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

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days (48 hours) after the conclusion of the bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection

of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

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

## **VI. Testing and Inspection**

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

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

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

## **VIII. Patent Indemnity**

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

## **IX. Insurance**

### **A. Requirement:**

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### **B. Minimum Limits of Insurance:**

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed

operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).

- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers' Compensation and Employers Liability: Workers’ Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
- iv. Professional Liability (Errors and Omissions) Coverage: \$1,000,000 combined single limit per occurrence is required, in the event a contractor is performing design, engineering or other professional services.
- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
- vi. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain “All-Risk” Builder’s insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lightning, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing

the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- i. General Liability, Automobile Liability, and Umbrella/Excess Insurance
  - (a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
  - (b) Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
  - (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
  - (d) Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
  - (e) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.

G. All Coverages

i. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County *insert department name and address*. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

(iii) Failure of Insurers. The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form

H. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

I. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

X. **Award**

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

The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

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

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

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

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

It is the intent of Cobb County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

## **XI. Delivery Failures**

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

## **XII. County Furnished Property**

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

## **XIII. Reject and Withdraw Bids**

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

## **XIV. Contract**

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. Payment terms are net thirty (30) days after receipt of invoice.

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

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety. The County reserves the right to make alterations to Sample contracts.

## **XV. Non-Collusion**

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

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

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

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

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

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
- 2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

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

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

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

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

## **XVII. Default**

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

### **XVIII. Disputes**

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

### **XIX. Substitutions**

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

### **XX. Ineligible Bidders**

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

### **XXI. Alterations of Documents**

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

### **XXII. Termination for Convenience**

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

### **XXIII. Inter-Governmental Agreement**

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

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

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") which may arise from or be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. 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 Section 12.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

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

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

**XXVI. Compliance with Georgia Security and Immigration Compliance Act  
PROCEDURES & REQUIREMENTS**  
*(Effective 09-20-2013 - Supersedes All Previous Versions)*

**BACKGROUND**

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

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

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

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

**DEFINITIONS**

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

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

**Physical Performance of Services – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.**

## PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

***This Affidavit Must Be Signed, Notarized And Submitted With Any Bid Requiring The Performance Of Physical Services. If The Affidavit Is Not Submitted At The Time Of The Bid, The Bid Will Be Determined To Be Non-Responsive And Will Be Disqualified.***

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

and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

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

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

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

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

***FORM ATTACHMENTS:***

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

**CONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A)**

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

By executing this affidavit, the undersigned contractor verifies 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 with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

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

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

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

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

\_\_\_\_\_  
Contractor Business Name

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

*Effective 09-20-2013*

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

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

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

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Subcontractor Name]

\_\_\_\_\_  
Subcontractor Business Name

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

*Effective 09-20-2013*

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

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

_____		
<i>(Project Name/Description)</i>		
_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify to Cobb County, Georgia the following:

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

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

**Sworn to by:**

**Employer Name & Address:**

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

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

Notary Public  
Commission Expires: \_\_\_\_\_

*Effective 09-20-2013*

**XXVII. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.**

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
  - a. DBE businesses are requested to identify such status at the time they register as a vendor.
  - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
  - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.

2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

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

**EXHIBIT B**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM**

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department  
Attn: Purchasing Director  
122 Waddell Street  
Marietta, GA 30060  
Fax: 770-528-1154  
Email: [purchasing@cobbcountry.org](mailto:purchasing@cobbcountry.org)

Name of Business: \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Name of Organization Certification \_\_\_\_\_

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

**Instructions for Completing Exhibit C**  
**Disadvantaged Business Enterprise (DBE)**  
**Participation Report**

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

**\*\*\* Instructions \*\*\***

1. Contractor/Vendor is furnished the one-page ***DBE Monthly Participation Report*** with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division  
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

**Exhibit C**  
**Cobb County Government Disadvantaged Business Enterprise Participation**  
**Monthly Report**

**Contractor/Vendor:** Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

**County Departments:** Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor.

Submitted by: \_\_\_\_\_ Month Invoiced: \_\_\_\_\_  
**Name of Prime Contractor/Vendor** **From/To:**

Cobb County Project Name: \_\_\_\_\_ Bid or P.O. Number: \_\_\_\_\_

Cobb County Department or Agency receiving service or product: \_\_\_\_\_

Description of Purchased Service/Product: \_\_\_\_\_

Full Contracted Amount: \$\_\_\_\_\_ Payment amount requested at this time: \$\_\_\_\_\_

1. Are YOU, the Prime Contractor a DBE business? YES \_\_\_\_\_ NO \_\_\_\_\_
2. Are YOUR subcontractors DBE vendors? YES \_\_\_\_\_ NO \_\_\_\_\_

**Please provide information below for each participating DBE subcontractor(s).**

DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
			\$

Submitted by: \_\_\_\_\_  
Printed Name
Signature of Authorized Representative

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

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

**COBB COUNTY  
SPECIAL INSPECTIONS BID FORM**

MATERIAL / ACTIVITY	SERVICE	UNIT	Unit Rate
<b>1704.2.5 Inspection of Fabricators</b>		NA	
Verify fabrication/quality control procedures	In-plant review (3)*	HR.	
<b>1705.1.1 Special Cases</b> (work unusual in nature, including but not limited to alternative materials and systems, unusual design applications, materials and systems with special manufacturer's requirements)	Submittal review, shop (3) and/or field inspection	NA	
<b>1705.2 Steel Construction</b>		NA	
1. Fabricator and erector documents (Verify reports and certificates as listed in AISC 360, chapter N, paragraph 3.2 for compliance with construction documents)	Submittal Review	HR.	
2. Material verification of structural steel	Shop (3) and field inspection	HR.	
3. Embedments (Verify diameter, grade, type, length, embedment. See 1705.3 for anchors)	Field inspection	HR.	
4. Verify member locations, braces, stiffeners, and application of joint details at each connection comply with construction documents	Field inspection	HR.	
5. Structural steel welding:		NA	
a. Inspection tasks Prior to Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-1)	Shop (3) and field inspection	HR.	
b. Inspection tasks During Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-2)	Shop (3) and field inspection	HR.	
c. Inspection tasks After Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-3)	Shop (3) and field inspection	HR.	
d. Nondestructive testing (NDT) of welded joints: <i>see Commentary</i>		NA	
1) Complete penetration groove welds 5/16" or greater in <i>risk category</i> III or IV	Shop (3) or field ultrasonic testing - 100%	HR.	
2) Complete penetration groove welds 5/16" or greater in <i>risk category</i> II	Shop (3) or field ultrasonic testing - 10% of welds minimum	HR.	
3) Thermally cut surfaces of access holes when material $t > 2"$	Shop (3) or field magnetic Partical or Penetrant testing	HR.	
4) Welded joints subject to fatigue when required by AISC 360, Appendix 3, Table A-3.1	Shop (3) or field radiographic or Ultrasonic testing	HR.	
5) Fabricator's NDT reports when fabricator performs NDT	Verify reports	HR.	
6. Structural steel bolting:	Shop (3) and field inspection	NA	
a. Inspection tasks Prior to Bolting (Observe, or perform tasks for each bolted connection, in accordance with QA tasks listed in AISC 360, Table N5.6-1)		HR.	
b. Inspection tasks During Bolting (Observe the QA tasks listed in AISC 360, Table N5.6-2)		HR.	
1) Pre-tensioned and slip-critical joints		NA	
a) Turn-of-nut with matching markings		HR.	
b) Direct tension indicator		HR.	
c) Twist-off type tension control bolt		HR.	
d) Turn-of-nut without matching markings		HR.	
e) Calibrated wrench		HR.	
2) Snug-tight joints		HR.	
c. Inspection tasks After Bolting (Perform tasks for each bolted connection in accordance with QA tasks listed in AISC 360, Table N5.6-3)		HR.	
7. Inspection of steel elements of composite construction prior to concrete placement in accordance with QA tasks listed in AISC 360, Table N6.1	Shop (3) and field inspection and testing	HR.	

**COBB COUNTY  
SPECIAL INSPECTIONS BID FORM**

MATERIAL / ACTIVITY	SERVICE	UNIT	Unit Rate
<b>1705.2.2 Steel Construction Other Than Structural Steel</b>		<b>NA</b>	
1. Material verification of cold-formed steel deck:		<b>NA</b>	
a. Identification markings	Field inspection	HR.	
b. Manufacturer's certified test reports	Submittal Review	HR.	
2. Connection of cold-formed steel deck to supporting structure:	Shop (3) and field inspection	<b>NA</b>	
a. Welding		HR.	
b. Other fasteners (in accordance with AISC 360, Section N6)		<b>NA</b>	
1) Verify fasteners are in conformance with approved submittal		HR.	
2) Verify fastener installation is in conformance with approved submittal and manufacturer's recommendations		HR.	
3. Reinforcing steel	Shop (3) and field inspection	<b>NA</b>	
a. Verification of weldability of steel other than ASTM A706		HR.	
b. Reinforcing steel resisting flexural and axial forces in intermediate and special moment frames, boundary elements of special concrete structural walls and shear reinforcement		HR.	
c. Shear reinforcement		HR.	
d. Other reinforcing steel		HR.	
4. Cold-formed steel trusses spanning 60 feet or greater		<b>NA</b>	
a. Verify temporary and permanent restraint/bracing are installed in accordance with the approved truss submittal package	Field inspection	HR.	
<b>1705.3 Concrete Construction</b>		<b>NA</b>	
1. Inspection of reinforcing steel installation (see 1705.2.2 for welding)	Shop (3) and field inspection	HR.	
2. Inspection of prestressing steel installation	Shop (3) and field inspection	HR.	
3. Inspection of anchors cast in concrete where allowable loads have been increased per section 1908.5 or where strength design is used	Shop (3) and field inspection	HR.	
4. Inspection of anchors and reinforcing steel post-installed in hardened concrete: Per research reports including verification of anchor type, anchor dimensions, hole dimensions, hole cleaning procedures, anchor spacing, edge distances, concrete minimum thickness, anchor embedment and tightening torque	Field inspection	HR.	
5. Verify use of approved design mix	Shop (3) and field inspection	HR.	
6. Fresh concrete sampling, perform slump and air content tests and determine temperature of concrete	Shop (3) and field inspection	HR.	
7. Inspection of concrete and shotcrete placement for proper application techniques	Shop (3) and field inspection	HR.	
8. Inspection for maintenance of specified curing temperature and techniques	Shop (3) and field inspection	HR.	
9. Inspection of prestressed concrete:	Shop (3) and field inspection	<b>NA</b>	
a. Application of prestressing force		HR.	
b. Grouting of bonded prestressing tendons in the seismic-force-resisting system		HR.	
10. Erection of precast concrete members		<b>NA</b>	
a. Inspect in accordance with construction documents	Field inspection	HR.	
b. Perform inspections of welding and bolting in accordance with Section 1705.2	Field inspection	HR.	
11. Verification of in-situ concrete strength, prior to stressing of tendons in post tensioned concrete and prior to removal of shores and forms from beams and structural slabs	Review field testing and laboratory reports	HR.	
12. Inspection of formwork for shape, lines, location and dimensions	Field inspection	HR.	
13. Concrete strength testing and verification of compliance with construction documents	Field testing and review of laboratory reports	HR.	

**COBB COUNTY  
SPECIAL INSPECTIONS BID FORM**

MATERIAL / ACTIVITY	SERVICE	UNIT	Unit Rate
<b>1705.4 Masonry Construction</b>		<b>NA</b>	
<b>(A) Level A, B and C Quality Assurance:</b>		<b>NA</b>	
1. Verify compliance with approved submittals	Field Inspection	HR.	
<b>(B) Level B Quality Assurance:</b>		<b>NA</b>	
1. Verification of $f'm$ and $f'_{AAC}$ prior to construction	Testing by unit strength method or prism test method	HR.	
<b>(C) Level C Quality Assurance:</b>		<b>NA</b>	
1. Verification of $f'm$ and $f'_{AAC}$ prior to construction and for every 5,000 SF during construction	Testing by unit strength method or prism test method	HR.	
2. Verification of proportions of materials in premixed or preblended mortar, prestressing grout, and grout other than self-consolidating grout, as delivered to the project site	Field inspection	HR.	
3. Verify placement of masonry units	Field Inspection	HR.	
<b>(D) Levels B and C Quality Assurance:</b>		<b>NA</b>	
1. Verification of Slump Flow and Visual Stability Index (VSI) of self-consolidating grout as delivered to the project	Field testing	HR.	
2. Verify compliance with approved submittals	Field inspection	HR.	
3. Verify proportions of site-mixed mortar, grout and prestressing grout for bonded tendons	Field Inspection	HR.	
4. Verify grade, type, and size of reinforcement and anchor bolts, and prestressing tendons and anchorages	Field Inspection	HR.	
5. Verify construction of mortar joints	Field Inspection	HR.	
6. Verify placement of reinforcement, connectors, and prestressing tendons and anchorages	Field Inspection	HR.	
7. Verify grout space prior to grouting	Field Inspection	HR.	
8. Verify placement of grout and prestressing grout for bonded tendons	Field Inspection	HR.	
9. Verify size and location of structural masonry elements	Field Inspection	HR.	
10. Verify type, size, and location of anchors, including details of anchorage of masonry to structural members, frames, or other construction.	Field inspection	HR.	
11. Verify welding of reinforcement (see 1705.2.2)	Field inspection	HR.	
12. Verify preparation, construction, and protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F)	Field inspection	HR.	
13. Verify application and measurement of prestressing force	Field Inspection	HR.	
14. Verify placement of AAC masonry units and construction of thin-bed mortar joints (first 5000 SF of AAC masonry)	Field inspection	HR.	
15. Verify placement of AAC masonry units and construction of thin-bed mortar joints (after the first 5000 SF of AAC masonry)	Field inspection	HR.	
16. Verify properties of thin-bed mortar for AAC masonry (first 5000 SF of AAC masonry)	Field inspection	HR.	
17. Verify properties of thin-bed mortar for AAC masonry (after the first 5000 SF of AAC masonry)	Field inspection	HR.	
18. Prepare grout and mortar specimens	Field testing	HR.	
19. Observe preparation of prisms	Field inspection	HR.	

**COBB COUNTY  
SPECIAL INSPECTIONS BID FORM**

MATERIAL / ACTIVITY	SERVICE	UNIT	Unit Rate
<b>1705.5 Wood Construction</b>		<b>NA</b>	
1. Inspection of the fabrication process of wood structural elements and assemblies in accordance with Section 1704.2.5	In-plant review (3)	HR.	
2. For high-load diaphragms, verify grade and thickness of structural panel sheathing agree with approved building plans	Field inspection	HR.	
3. For high-load diaphragms, verify nominal size of framing members at adjoining panel edges, nail or staple diameter and length, number of fastener lines, and that spacing between fasteners in each line and at edge margins agree with approved building plans	Field inspection	HR.	
4. Metal-plate-connected wood trusses spanning 60 feet or greater: verify temporary and permanent restraint/bracing are installed in accordance with the approved truss submittal package	Field inspection	HR.	
<b>1705.6 Soils</b>		<b>NA</b>	
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	Field inspection	HR.	
2. Verify excavations are extended to proper depth and have reached proper material.	Field inspection	HR.	
3. Perform classification and testing of controlled fill materials.	Field inspection	HR.	
4. Verify use of proper materials, densities, and lift thicknesses during placement and compaction of controlled fill	Field inspection	HR.	
5. Prior to placement of controlled fill, observe subgrade and verify that site has been prepared properly	Field inspection	HR.	
<b>1705.7 Driven Deep Foundations</b>		<b>NA</b>	
1. Verify element materials, sizes and lengths comply with requirements	Field inspection	HR.	
2. Determine capacities of test elements and conduct additional load tests, as required	Field inspection	HR.	
3. Observe driving operations and maintain complete and accurate records for each element	Field inspection	HR.	
4. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element	Field inspection	HR.	
5. For steel elements, perform additional inspections per Section 1705.2	See Section 1705.2	HR.	
6. For concrete elements and concrete-filled elements, perform additional inspections per Section 1705.3	See Section 1705.3	HR.	
8. Perform additional inspections and tests in accordance with the construction documents	Field Inspection and testing	HR.	

**COBB COUNTY  
SPECIAL INSPECTIONS BID FORM**

MATERIAL / ACTIVITY	SERVICE	UNIT	Unit Rate
<b>1705.8 Cast-in-Place Deep Foundations</b>			
1. Observe drilling operations and maintain complete and accurate records for each element	Field inspection	HR.	
2. Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable) and adequate end-bearing strata capacity. Record concrete or grout volumes	Field inspection	HR.	
3. For concrete elements, perform additional inspections in accordance with Section 1705.3	See Section 1705.3	HR.	
4. Perform additional inspections and tests in accordance with the construction documents	Field Inspection and testing	HR.	
<b>1705.9 Helical Pile Foundations</b>			
1. Verify installation equipment, pile dimensions, tip elevations, final depth, final installation torque and other data as required.	Field inspection	HR.	
2. Perform additional inspections and tests in accordance with the construction documents	Field Inspection and testing	HR.	
<b>1705.10.1 Structural Wood Special Inspections For Wind Resistance</b>			
1. Inspection of field gluing operations of elements of the main windforce-resisting system	Field inspection	HR.	
2. Inspection of nailing, bolting, anchoring and other fastening of components within the main windforce-resisting system	Shop (3) and field inspection	HR.	
<b>1705.10.2 Cold-formed Steel Special Inspections For Wind Resistance</b>			
1. Inspection during welding operations of elements of the main windforce-resisting system	Shop (3) and field inspection	HR.	
2. Inspections for screw attachment, bolting, anchoring and other fastening of components within the main windforce-resisting system	Shop (3) and field inspection	HR.	
<b>1705.10.3 Wind-resisting Components</b>			
1. Roof cladding	Shop (3) and field inspection	HR.	
2. Wall cladding	Shop (3) and field inspection	HR.	

**COBB COUNTY  
SPECIAL INSPECTIONS BID FORM**

<b>MATERIAL / ACTIVITY</b>	<b>SERVICE</b>	<b>UNIT</b>	<b>Unit Rate</b>
<b>1705.11.1 Structural Steel Special Inspections for Seismic Resistance</b>		NA	
Inspection of structural steel in accordance with AISC 341	Shop (3) and field inspection	HR.	
<b>1705.11.2 Structural Wood Special Inspections for Seismic Resistance</b>		NA	
1. Inspection of field gluing operations of elements of the seismic-force resisting system	Field inspection	HR.	
2. Inspection of nailing, bolting, anchoring and other fastening of components within the seismic-force-resisting system	Shop (3) and field inspection	HR.	
<b>1705.11.3 Cold-formed Steel Light-Frame Construction Special Inspections for Seismic Resistance</b>		NA	
1. Inspection during welding operations of elements of the seismic-force-resisting system	Shop (3) and field inspection	HR.	
2. Inspections for screw attachment, bolting, anchoring and other fastening of components within the seismic-force-resisting system	Shop (3) and field inspection	HR.	
<b>1705.11.4 Designated Seismic Systems Verification</b>		NA	
Inspect and verify that the component label, anchorage or mounting conforms to the certificate of compliance in accordance with Section 1705.12.3	Field inspection	HR.	
<b>1705.11.5 Architectural Components Special Inspections for Seismic Resistance</b>		NA	
1. Inspection during the erection and fastening of exterior cladding and interior and exterior veneer	Field inspection	HR.	
2. Inspection during the erection and fastening of interior and exterior nonbearing walls	Field inspection	HR.	
3. Inspection during anchorage of access floors	Field inspection	HR.	
<b>1705.11.6 Mechanical and Electrical Components Special Inspections for Seismic Resistance</b>		NA	
1. Inspection during the anchorage of electrical equipment for emergency or standby power systems	Field inspection	HR.	
2. Inspection during the anchorage of other electrical equipment	Field inspection	HR.	
3. Inspection during installation and anchorage of piping systems designed to carry hazardous materials, and their associated mechanical units	Field inspection	HR.	
4. Inspection during the installation and anchorage of HVAC ductwork that will contain hazardous materials	Field inspection	HR.	
5. Inspection during the installation and anchorage of vibration isolation systems	Field inspection	HR.	
<b>1705.11.7 Storage Racks Special Inspections for Seismic Resistance</b>		NA	
Inspection during the anchorage of storage racks 8 feet or greater in height	Field inspection	HR.	
<b>1705.11.8 Seismic Isolation Systems</b>		NA	
Inspection during the fabrication and installation of isolator units and energy dissipation devices used as part of the seismic isolation system	Shop and field inspection	HR.	
<b>1705.12.1 Concrete Reinforcement Testing and Qualification for Seismic Resistance</b>		NA	
1. Review certified mill test reports for each shipment of reinforcement used to resist earthquake-induced flexural and axial forces in reinforced concrete special moment frames, special structural walls, and coupling beams connecting special structural walls	Review certified mill test reports	HR.	
2. Verify reinforcement weldability of ASTM A615 reinforcement used to resist earthquake-induced flexural and axial forces in reinforced concrete special moment frames, special structural walls, and coupling beams connecting special structural walls	Review test reports	HR.	

**COBB COUNTY  
SPECIAL INSPECTIONS BID FORM**

MATERIAL / ACTIVITY	SERVICE	UNIT	Unit Rate
<b>1705.12.2 Structural Steel Testing and Qualification for Seismic Resistance</b>		NA	
Test in accordance with the quality assurance requirements of AISC 341	Shop (3) and field testing	HR.	
<b>1705.12.3 Seismic Certification of Nonstructural Components</b>		NA	
Review certificate of compliance for designated seismic system components.	Certificate of compliance review	HR.	
<b>1705.12.4 Seismic Isolation Systems</b>		NA	
Test seismic isolation system in accordance with ASCE 7 Section 17.8	Prototype testing	HR.	
<b>1705.13 Sprayed Fire-resistant Materials</b>		NA	
1. Verify surface condition preparation of structural members	Field inspection	HR.	
2. Verify application of sprayed fire-resistant materials	Field inspection	HR.	
3. Verify average thickness of sprayed fire-resistant materials applied to structural members	Field inspection	HR.	
4. Verify density of the sprayed fire-resistant material complies with approved fire-resistant design	Field inspection and testing	HR.	
5. Verify the cohesive/adhesive bond strength of the cured sprayed fire-resistant material	Field inspection and testing	HR.	
<b>1705.14 Mastic and Intumescent Fire-Resistant Coatings</b>		NA	
Inspect mastic and intumescent fire-resistant coatings applied to structural elements and decks	Field inspection	HR.	
<b>1705.15 Exterior Insulation and Finish Systems (EIFS)</b>		NA	
1. Verify materials, details and installations are per the approved construction documents	Field inspection	HR.	
2. Inspection of water-resistive barrier over sheathing substrate	Field inspection	HR.	
<b>1705.16 Fire-Resistant Penetrations and Joints</b>		NA	
1. Inspect penetration firestop systems	Field testing	HR.	
2. Inspect fire-resistant joint systems	Field testing	HR.	
<b>1705.17 Smoke Control Systems</b>		NA	
1. Leakage testing and recording of device locations prior to concealment	Field testing	HR.	
2. Prior to occupancy and after sufficient completion, pressure difference testing, flow measurements, and detection and control verification	Field testing	HR.	

**COBB COUNTY  
SPECIAL INSPECTIONS BID FORM**

<b>MATERIAL / ACTIVITY</b>	<b>SERVICE</b>	<b>UNIT</b>	<b>Unit Rate</b>
<b>OTHER - Add Additional Staff or Activities if needed</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>
Break Concrete Cylinders	Laboratory	EACH	
Project Engineer	Reports, Consultation, Etc.	HR.	
Senior Engineer	Reports, Consultation, Etc.	HR.	
Staff Engineer	Reports, Consultation, Etc.	HR.	

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Certification of Non-Collusion in Bid Preparation**

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(Signature)

**IN COMPLIANCE WITH THE ATTACHED SPECIFICATIONS, THE UNDERSIGNED OFFERS AND AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE COUNTY WITHIN NINETY (90) DAYS OF THE DATE OF PROPOSAL OPENING, TO FURNISH ANY OR ALL OF THE SERVICES UPON WHICH THE ABOVE FEES ARE STATED.**

COMPANY \_\_\_\_\_

COMPLETE PHYSICAL ADDRESS \_\_\_\_\_

REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

AUTHORIZED REPRESENTATIVE'S SIGNATURE

\_\_\_\_\_

PRINT AUTHORIZED REPRESENTATIVE'S NAME

\_\_\_\_\_

IF REMITTANCE ADDRESS IS DIFFERENT, INDICATE HERE

\_\_\_\_\_

**END OF BID FORM**

## PROFESSIONAL SERVICES CONTRACT - SAMPLE

This **Contract** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between **Cobb County**, a political subdivision of the State of Georgia, hereinafter called the "**County**", and \_\_\_\_\_, which is authorized to do business in Georgia, hereinafter called the "**Consultant**."

WITNESSETH:

Whereas, the **County** desires to engage a qualified and experienced consulting firm to furnish professional services for:

**Project Name**

Whereas, the **Consultant** has represented to the **County** that it is experienced and qualified to provide the services contained herein and the **County** has relied upon such representations.

Now, therefore, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the **County** and the **Consultant** as follows:

### CONTRACT DEFINITIONS

**The following terms used in this Contract will have the meaning set forth below:**

The term "**Board of Commissioners**" means the governing body of Cobb County, Georgia.

The term "**County**" means **Cobb County, Georgia**, (which acts through its Board of Commissioners).

The term "**Consultant**" means the firm, \_\_\_\_\_, the **Consultant** firm awarded the **Contract** for Project for **Cobb County**.

The term "**Contract**" (sometimes called "Agreement" or "Contract Documents") means the agreement that **Cobb County** has with the **Consultant** for the delivery of services. Such **Contract** includes: Request for Proposals for Sealed Bid #\_attached hereto and by reference incorporated herein as **Exhibit A**; \_\_\_\_\_ proposal dated \_\_\_\_\_ attached hereto and by reference incorporated herein as **Exhibit B**; this Professional Services Contract; The terms of this Professional Services Contract shall supersede and control in the event there are conflicting terms with other Contract Documents.

---

*Cobb County, Georgia*  
*Project Name*

- Page 1-

*Date*

The term “**Project**” or “**Work**” means the development of the deliverables for the engineering and related services for the Project, to include all Basic Services to be accomplished under this **Contract, and the Contract Documents**.

The term “**Project Manager**” or “**Project Representative**” shall mean the Senior Project Manager, Construction who has been designated by the Parks, recreation & Cultural Affairs Director to manage the **Contract** and serve as the point of contact between the **Consultant** and the **County** or other organizations.

The term “**Scope of Work**” means the description of work to be accomplished by the **Consultant** under this **Contract**, including the services set forth in Exhibit A, and all work reasonably inferable from the specific descriptions.

### **GENERAL SCOPE OF SERVICES**

The services to be furnished by the **Consultant** under this **Contract** shall be all those services described in the Scope of Work, described as “Project” or “Work” in the preceding section, and as further specified by Request for Proposals for Sealed Bid # \_\_\_\_\_ (**Exhibit A**); the \_\_\_\_\_ proposal dated \_\_\_\_\_ (**Exhibit B**); and in supporting studies and services for **County**, as provided in the **Contract Documents**. **Consultant** shall provide such services that are reasonably necessary to accomplish the Project and those services shall be performed within the fixed price compensation set forth herein. The **Consultant** will obtain written approval of the **Project Manager** for any Additional Services to be performed that is outside the **Scope of Work** described in or reasonably inferable from the **Contract Documents**.

### **ADDITIONAL SERVICES**

It is the intent of the **County** that all Basic Services to be provided by the **Consultant** are set forth or reasonably inferable from the Contract Documents; however, the **Consultant** may be requested to perform Additional Services or tasks related to the Work outlined in the Scope of Work, which are specific to existing conditions or circumstances (collectively “Additional Services”). The **Consultant** shall, at the **County's** request, submit a proposal for such Additional Services indicating man-hours and costs to the **County** for approval. The **Consultant** shall not be authorized to begin work on any Additional Services until the **County** issues written authorization to proceed.

### **CONTRACT TERM/SURVIVAL**

The term of this Contract shall be \_\_\_\_\_ months, beginning on the date that this Agreement is fully executed by the parties. Notwithstanding the stated term, those provisions that expressly state that they survive, or that would by necessity survive, the expiration or earlier termination of this Contract shall so survive.

## COMPENSATION

The **County** shall compensate the **Consultant** for the satisfactory and timely performance of the Basic Services and such Additional Services which have been requested or authorized by the **County** under the terms of this **Contract**, and specifically as set forth in the **Exhibit** hereto. The **County** will pay the **Consultant** a fee in the amount of \_\_\_\_\_ (**Contract Amount**) for the Basic Services performed under this **Contract**, as set forth in **Exhibit A** hereto. The **County** will pay to **Consultant** the fees for any requested **Additional Services** in the amounts for each **Additional Service** only as negotiated and authorized in writing. The **Contract Amount** includes reasonable expenses incurred by **Consultant** in performing the services pursuant to this **Contract**, including expenses for travel, other transportation, accommodations, meals, long distance communications, postage, delivery reproductions and other costs. It is agreed the compensation herein specified includes all costs, direct and indirect, needed to perform the Services necessary to accomplish the **Project**. The **Consultant** represents that such amount is sufficient to perform all the services set forth in and contemplated by the Consultant's proposal and this **Contract**.

The **Consultant** must submit in a form acceptable to the **County** an invoice for payment of Services upon completion as detailed in **Exhibit A**, accompanied by all supporting documentation required by the **Contract Documents** or requested by **County** to process the invoice. Each invoice also shall be accompanied by a progress report describing the services rendered, the percentage of the total **Work** accomplished for each phase, any deliverable that is due with each phase, and any issues that have been encountered or are foreseeable that could impact completion of the **Work**. Each report shall also include the information further described in the **Scope of Work**. Additionally, the **Consultant** shall submit with each invoice an accurate updated schedule, and an itemized description of the percentage of total **Work** completed, compensation received to date, and the remaining **Contract Amount** balance and **Work**.

The **County** shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs or portion of the costs requested, as determined solely by the **County**, are in excess of the actual state of completion of the **Project**, or the services or products are unacceptable or not in conformity with the **Contract Documents** as determined by the **County**. The **County** shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the **Consultant** to the point indicated by such invoice, or of receipt of acceptance by the **County** of the services covered by such invoice.

It is understood and agreed that the **Contract Amount** set forth above is the maximum amount approved and budgeted by the **County** and payable under this **Contract** for the **Project**. The **Consultant** will monitor the progress of the **Project** in relation to the **Contract Amount** and will apprise the **County** of any substantive deviations or anticipated problems in complying with the budget and timeframe set forth in this **Contract**.

The terms of this section and the terms of the entire **Contract** are intended to supersede all provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 through 13-11-11, except to the extent preempted by applicable federal law.

## GENERAL CONDITIONS

### PERSONNEL

The **Consultant** represents that it has the necessary experience and skills or has secured or will secure, at its own expense, all personnel with such experience and skills necessary to complete this **Contract**, none of whom shall be employees of, or have any contractual relationship with, the **County**. The primary liaison with the **County** will be through the **Project Manager**.

The **Consultant** shall employ only persons duly qualified in the appropriate categories to be in charge of supervision and control of the **Work**.

The **Consultant** shall endorse all reports, **Contract** plans, and survey data. Such endorsements shall be made by a person duly qualified in the appropriate category by appropriate Boards or other organizations, being in the full employ of the **Consultant** and responsible for the work prescribed by this **Contract**.

### EMPLOYMENT OF COUNTY'S PERSONNEL

The **Consultant** shall not employ any person or persons in the employ of the **County** for any work required by the terms of this **Contract** without the written permission of the **County**.

### INDEPENDENT CONTRACTOR STATUS / RESPONSIBILITY

The parties agree that an independent contractor relationship is created by this **Agreement**. The **County** is interested only in the results to be achieved, and the conduct and the control of the **Work** will lie solely with the **Consultant**. **Consultant** assumes all responsibility for the provision of tools and equipment used in, and the method of, the performance of this **Contract**. Nothing contained in this **Contract** shall be construed to constitute the **Consultant** or any of its employees, servants, agreements, or subcontractors as an employee, servant, or agent of the **County** for any purpose. The **Consultant** shall be fully responsible for all acts and omissions of its employees, subcontractors and their suppliers, and specifically shall be responsible for sufficient supervision and inspection to ensure compliance in every respect with the **Contract** requirements. There shall be no contractual relationship between any subcontractor or supplier and the **County** by virtue of the **Contract** with the **Consultant**. The **Consultant** shall not be considered an agent or employee of the **County**. The **County** will not withhold income or other taxes on the fees paid to **the Consultant** under this **Agreement** and **Consultant** shall be solely responsible for the payment of all such taxes. The **Consultant** is not entitled to any of the benefits that the **County** provides for the **County's** employees. It is understood that the **County** does not agree to use **Consultant** exclusively for the services to be performed under this

agreement. It is further understood that the **Consultant** may contract for similar services to be performed for other entities while under contract with the **County**.

### ACCURACY OF WORK

The **Consultant** shall be responsible for the accuracy of the work they create and shall correct its errors and omissions without additional compensation per the **Work** described in the **Exhibits**.

Acceptance of the work by the **County** will not relieve the **Consultant** of the responsibility for subsequent correction of any errors and the clarification of any ambiguities at its own expense.

At any time during the term of this **Contract** or during any phase of work performed by others based on data secured by the **Consultant** under this **Contract** whether during the term or outside the term of this **Contract**, the **Consultant shall** confer with the **County** for the purpose of interpreting the information obtained and to correct any errors or omissions made by it. The **Consultant** shall prepare any plans or data required by the **County** to correct its errors or omissions. The above consultation, clarification, or correction shall be made without added compensation to the **Consultant**. The **Consultant** shall give immediate attention to these changes so there will be a minimum of delay to others.

### PROJECT MANAGER

The Director of the Cobb County Parks, Recreation & Cultural Affairs Department has appointed the Senior Project Manager, Construction as the **Project Manager** and liaison between the **Consultant** and the **County** and other involved authorities or governments on this **Work** and related projects. The **Consultant** shall arrange for conferences and exchanges of data and information and for necessary approvals by and through the **Project Manager**.

All correspondence, data, information, and reports shall be directed to the **Project Manager** to provide for proper distribution to the parties concerned.

The **Consultant** shall meet with the **Project Manager** either in person or via telephone on an as needed basis as required to timely complete the Project

The **Project Manager** will expedite any necessary decisions by **County** which may affect the performance of the Work by the **Consultant**, but the **Consultant** shall not make use of the **Project Manager** services on trivial or minor matters normally to be decided by the **Consultant**.

### LOCAL CONDITIONS

The **Consultant** shall visit and become familiar with the **Project** site and shall become acquainted with local conditions involved in carrying out this **Contract**. The **Consultant** may request that a representative of the **County** be present during the site visit.

## INITIAL APPROVAL OF PLANS

The **Consultant** shall recommend and secure the **County's** written approval of the **Project** schematic plans. Upon receipt of the **County's** written approval of the schematic plans, the **Consultant** shall proceed with implementation of final plan preparation.

## DATA

The **Consultant** shall be responsible for gathering all available data and information pertinent to the performance of the services for the Project, including such information held by **County**. The **County** and the **Consultant** shall jointly decide what data and information is pertinent. The **Consultant** shall not be responsible for ascertaining the accuracy of any data to be utilized in the **Project** that is furnished to **Consultant** by **County**, as set forth in the **Exhibits**.

## COMPLIANCE WITH LAW

The **Consultant** shall comply with all applicable federal, state and local laws and regulations relating directly or indirectly to the **Project**, and the performance of the services hereunder.

## REVIEW OF WORK

The **Project Manager** or any of his or her designees may at all reasonable times review and inspect the Project activities and data collected under the **Contract** and amendments thereto. All reports, drawings, software, databases, studies, specifications, estimates, maps and computations prepared by or for the **Consultant**, shall be available to authorized representatives of the **County** for inspection and review at all reasonable times in the main offices of the **County**. Acceptance shall not relieve the **Consultant** of its professional obligation to correct, at its expense, any of its errors in work in accordance with **Exhibit A**. The **County** may request at any time and the **Consultant** shall produce progress reports or copies of any work as performed under this **Contract**. Refusal by the **Consultant** to submit progress reports and/or plans shall be cause to withhold payment to the **Consultant** until the **Consultant** complies with the **County's** request in this regard or cause for termination of this **Agreement**.

## PROMPT PAYMENT

The **Consultant** agrees to pay each subcontractor for satisfactory performance of its contract no later than 10 business days from the receipt of each payment the **Consultant** receives from the **County**. The **Consultant** agrees further to return retainage payments, if any, to each subcontractor within 10 business days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **County**.

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*Cobb County, Georgia*  
*Project Name*

- Page 6-

*Date*

## CONFIDENTIALITY

The **Consultant** agrees that the final deliverables prepared by or for the **Consultant** as detailed in the **Exhibits** shall be solely owned by the **County**. Although final deliverables shall be solely owned by the County, **Consultant** shall have the right to use final deliverables for **Consultant** marketing and business development use. No other subconsultant or vendors shall have the right to use or incorporate project final deliverables in any way without prior written permission from **Consultant & the County**.

**Consultant** shall promptly notify **County** of any request for such information in a court proceeding. Upon completion of this **Contract** or earlier termination thereof, all final deliverables prepared by or for the **Consultant** related to this **Contract** shall become the sole property of the **County** and be delivered promptly to the **Project Manager**.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the **Work** conducted under this **Contract** shall not be presented publicly or published without prior approval in writing of the **County**.

## REPRESENTATIONS

The **Consultant** represents and warrants as follows with regard to this **Contract**:

- a) It will comply with Title 6 of the Civil Rights Act of 1964 (PL88-352 and 42 USC 2000d) and in accordance with Title 6 of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed, or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the **County** (and hence the **Consultant**) received federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The **Consultant** shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.
- b) The **Consultant** shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the **Consultant** state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The **Consultant** shall not discriminate against any qualified client or recipient of services provided through this **Contract** on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex, or national origin.

- c) **Consultant** agrees and hereby certifies that it will comply with the requirements for a Drug Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, and will pass this requirement through to lower tier contractors.

### **NO WAIVER**

The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition for any subsequent breach of the same or any other term, covenant or condition herein contained.

### **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The **Consultant** shall be responsible for any and all damages to properties or persons, and shall hold harmless the **County**, its elected officials, officers, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the **Consultant's**, its subcontractors', or agents' intentional misconduct, or negligent performance or non-performance of **Work** under this **Contract**. These indemnities shall not be limited by reason of the listing of any insurance coverage.

### **INDEMNIFICATION**

The **Consultant** covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The **Consultant** shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the **Consultant** shall defend, indemnify and hold harmless the Owner and the Owner's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") which may arise from or be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by **Consultant**, any subcontractor, anyone directly or indirectly employed by the **Consultant** or subcontractor or anyone for whose acts the **Consultant** or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. 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.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the **Consultant**, its contractors, subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the **Consultant**, or a **Consultant's** contractor, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

### EXAMINATION AND RETENTION OF RECORDS

**Consultant** shall maintain all books, records, documents, accounting ledgers, data bases, and similar materials relating to work performed for **County** under this **Contract** on file for at least three (3) years following the date of final payment to the **Consultant** by **County**. All records stored on a computer database must be of a format compatible with the **County's**. Any duly authorized representative(s) of **County** shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during usual and customary business hours. **Consultant** shall provide proper facilities to **County** representative(s) for such access and inspection. Further, any duly authorized representative(s) of the **County** shall be permitted to observe and inspect any or all of **Consultant's** facilities and activities during usual and customary business hours for the purposes of evaluating and judging the nature and extent of **Consultant's** compliance with the provision of this **Contract**. In such instances, **County** representative(s) shall not interfere with or disrupt such activities.

The **Consultant** shall maintain, and the **County** and its representatives shall have the right to examine, all books, records, documents, accounting procedures and practices and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the **Contract**. The materials described above as well as any relevant database and computer tapes or disks containing such information shall be made available at the **County** office or at the offices of the **Contractor** at all reasonable times for inspection, audit, and reproduction during the term of the **Consultant**, and for three years from the final date of settlement or payment under the **Contract**.

### COVENANT AGAINST CONTINGENT FEES

The **Consultant** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Consultant**, to solicit or secure this **Contract**, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this **Contract**. For breach or violation of this warranty, the **County** shall have the right to annul this **Contract** without liability, or, at its discretion, to deduct from the **Contract** price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## INSURANCE

Prior to beginning work, the **Consultant** shall obtain and furnish certificates to the **County** for the following types and minimum amounts of insurance:

- A. **Workmen's Compensation and Employers Liability Insurance:** \$1,000,000 Employers' Liability limit per accident and Worker's Compensation limit in accordance with the laws of the State of Georgia.
- B. **Commercial General Liability Insurance:** in an amount not less \$1,000,000 combined single limit for personal injury, property damage, contractual liability, and broad form property damage.
- C. **Professional Liability Insurance:** with limits of \$1,000,000 per claim and in the aggregate.
- D. **Automobile Liability:** when applicable, in an amount of \$1,000,000 combined single limit per accident, for bodily injury and property damage, including owner, non-owned, hired, leased or rented vehicles.
- E. **Umbrella Liability:** \$1,000,000 combined single limits per occurrence.
- F. **Valuable Papers Insurance:** in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data related to the Project.

All policies of insurance are to be placed with insurers licensed to do business in the State of Georgia, and with a Best's rating of A: VIII, or otherwise be acceptable to **County**. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits for any reason, other than non-payment of premium, except after thirty (30) days prior written notice has been given to Certificate Holder (**County**). Certificate Holder (**County**) shall be given not less than 10 days prior written notice of cancellation for non-payment of premium. **Consultant** shall include subcontractors as insureds or require them to procure the same types and level of insurance as required herein. The certificates of insurance shall be further endorsed to state that Cobb County, its officers, officials, employees, and volunteers are to be covered as additional named insureds as respects liability arising out of activities performed by or on behalf of the **Consultant**; products and completed operations of the **Consultant**; premises owned, occupied or used by the **Consultant**; or automobiles owned, leased, hired or borrowed by the **Consultant**. and insurance certificates shall be provided to **County** prior to beginning work. **County** reserves the right to amend or modify the insurance requirements during this **Contract**.

The certificates of insurance shall also state that the insurer shall agree to waive all rights of subrogation against Cobb County, its officers, officials, employees, and volunteers for losses arising from work performed by the **Consultant** for the **County**.

**Consultant** shall require any subcontractors to procure the same types and level of insurance as required herein. All such insurance certificates shall be provided to **County** prior to beginning work. **County** reserves the right to amend or modify the insurance requirements during this **Contract**.

#### **SCHEDULE / TIME IS OF THE ESSENCE**

The **Consultant** will begin work on this **Project** upon receipt of written *Notice to Proceed* from the **County**. The **Consultant** will work diligently to complete all work within \_\_\_ months of receipt of the written *Notice to Proceed*.

This schedule may be modified from time to time by the **County**, and also for justifiable reasons as presented to the **County** in writing by the **Consultant**, if such modification is subsequently authorized by the **County** in writing. TIME IS OF THE ESSENCE for the services to be completed hereunder.

#### **LAWS GOVERNING AND VENUE OF ACTIONS**

This **Contract** shall be governed by, and construed in accordance with, the laws of the State of Georgia. The courts of Georgia, located in **Cobb County**, Georgia, shall have exclusive jurisdiction to hear any claim between the **Consultant** and the **County** in connection with the **Contract**, and **Consultant** submits to the jurisdiction and venue of such courts.

#### **SEVERABILITY OF PROVISIONS**

If a part or any provision of this **Contract** shall be invalid or unenforceable under applicable law, said part shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the **Contract**, which shall be interpreted so as to give the greatest effect possible thereto.

## DELIVERY OF NOTICES

All written notices, demands, and other papers or documents to be delivered to the **County** or the **Consultant** under this **Contract** shall be delivered personally, by prepaid registered or certified mail return receipt requested, or by overnight receipted delivery service to the following addresses:

If to County: Cobb County Parks, Recreation & Cultural Affairs  
1772 County Services Parkway  
Marietta, Georgia, 30008  
Attention: Tom Bills

### If to Consultant:

Any subsequent changes to place or places specified above shall be designated in writing by the **Consultant** and the **County** to the other.

## CONTRACT DISPUTES

Prior to filing any claim or action related to this **Contract**, the parties may submit such claim or action to non-binding mediation. The parties shall agree as to the mediator and share equally in the costs of mediation.

## MATERIAL CONDITION

Each term of this Agreement is material. A breach by **Consultant** of any one of the terms of this Agreement shall be considered to be a material breach of the entire Agreement and shall be grounds for the termination of the Agreement by **County**.

## TERMINATION

Termination for Convenience: The **County** may terminate this **Contract** at any time for any reason upon thirty (30) days prior written notice to the **Consultant**. The effective date of termination shall be set forth in the notice. As the sole remedy for **County's** termination for convenience, the **Consultant** shall be paid for any validated services performed under this **Contract** up to the time of termination. The **Consultant** shall not incur new obligations upon receipt of such notice and shall cancel as many outstanding obligations as

possible. All information and material produced or collected by **Consultant** pursuant to this **Contract** shall become the sole property of the **County**.

Termination for Cause: Either party may terminate this **Contract** by following the procedure set forth below in the DEFAULT section should the other party default in the performance of any of the terms, covenants, obligations, or conditions of this **Contract**.

Statutory Requirements: As required by O.C.G.A. § 36-60-13, the **Contract** shall terminate absolutely and without further obligation on the part of County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, unless earlier terminated as provided in this **Contract**, or renewed as provided herein. For any renewal, appropriate funding must have been provided by the governing authority of County.

### **DEFAULT**

Default shall mean a failure to fulfill in a timely and proper manner a party's obligations under this **Contract**, or a violation of any of the material provisions, agreements, representations or covenants of this **Contract** or any applicable **County**, State, or Federal laws, which do not fall within the force majeure provisions of this **Contract**, or the **Consultant** becoming insolvent or unable to pay its debts as they mature, or making an assignment for the benefit of creditors, or filing a bankruptcy petition under the United States Bankruptcy Code or being the subject of a judgment or order for payment of money no longer subject to appeal or which judgment or order, in the opinion of the **County**, would be fruitless to appeal, which exceeds \$100,000 in amount and (a) such judgment or order shall continue undischarged or unpaid for a period of 30 days and (b) an insurer acceptable to the **County** has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance or (c) the **County** is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty days of its issuance.

In the event of default under this **Contract**, the non-defaulting party shall send written notice to the other party setting forth the specific instances of the default and providing the defaulting party with at least ten (10) days to cure or otherwise remedy the default to the reasonable satisfaction of the non-defaulting party. If the default is not remedied during the stated cure period, then the non-defaulting party may, at its election, in writing terminate the **Contract** in whole or in part, or cure such default itself and charge the defaulting party for the costs of curing the default against any sums due or which become due to the defaulting party under this **Contract**.

### **FORCE MAJEURE**

Except with respect to any obligation or covenant regarding the payment of any sums due and payable under this **Contract**, the **County** and the **Consultant** shall each be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this **Contract** when prevented from doing so by cause or causes beyond their reasonable control, which shall include, all labor disputes, civil commotion, governmental regulations or controls, fire or other casualty, or acts of God.

**COMPLETE CONTRACT**

This **Contract** as defined herein constitute the complete and exclusive statement of the terms of the **Contract** between the **County** and the **Consultant** and it supersedes all prior representations, understandings and communications. Any changes or alterations to this **Contract** must be in writing and signed by both parties to be effective.

**ASSIGNMENT**

Neither this Agreement nor any interest herein, or claim hereunder, shall be assigned or transferred by **Consultant** to any party or parties. Any attempted assignment of this Agreement by **Consultant** shall be null and void.

**AMOUNT OF CONTRACT**

It is agreed that the compensation hereinafter specified to perform the services required by the **Contract** includes both direct and indirect costs chargeable to the project, as further defined in **Exhibit A**, and shall not exceed the amount shown herein:

**COBB COUNTY PARKS, RECREATION & CULTURAL AFFAIRS  
COBB COUNTY, GEORGIA**

**\_\_\_\_\_**  
The maximum obligation of the **County** to the **Consultant**  
under the terms of this **Contract** shall be: \$ **\_\_\_\_\_**

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year above first written.

(Signatures on following page)

**CONSULTANT:** \_\_\_\_\_

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

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

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

(SEAL, IF INCORPORATED)

Attest:

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

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

Corporate Secretary

APPROVED AS TO FORM:  
**COUNTY ATTORNEY'S OFFICE**

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

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

Patrick Riley

**COUNTY:**  
**COBB COUNTY, GEORGIA**

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

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

Title: Chairman  
(COUNTY SEAL)

Attest: \_\_\_\_\_

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

County Clerk

\_\_\_\_\_  
*Cobb County, Georgia*  
*Project Name*

- Page 15 -

*Date*

**EXHIBIT A**  
**Request for Proposals**

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*Cobb County, Georgia*  
*Project Name*

*- Page 16 -*

*Date*

**EXHIBIT B**  
**Consultant Proposal**

**APPENDIX A**  
**(FOLLOWS ON NEXT FOUR PAGES)**

## **TIER 1**

### **PUBLIC SERVICES**

#### **PARKS, RECREATION AND CULTURAL AFFAIRS**

##### **County Level Benefit**

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Funding for these projects will be used for upgrades and renovations to existing park buildings and facilities, working with cities to jointly develop recreation and community centers, and beginning the development of four passive parks around the county.

##### **Needs Assessment**

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- Many of the buildings and athletic fields in Cobb County are over 30 years old and are in need of significant repair or renovation. Repairs and renovation performed now will prevent further deterioration, and result in future cost savings.
- Cobb County parks and facilities support over 6 million visits each year. Many of the facilities, including several major complexes, have aged beyond their reasonable service life.
- Normal budgeting does not support the significant repairs and renovation needed at many of these facilities.
- Increase in population, demographic changes, and the increased popularity of additional sports and activities all result in many public requests for modified, improved, and/or renovated facilities.
- A comprehensive county-wide Master Plan was completed 11 years ago and is scheduled to be updated. At that time, several areas of the county were found to be in need of development of certain types of recreational and community facilities.

##### **Work Program**

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A project list is attached.

- All projects are evaluated by staff, with input from public volunteer organizations, for attributes such as capacity, demand, safety considerations, and overall conditions.
- Projects will be assigned a priority rating for completion as funding becomes available.
- The prioritized list of projects will be presented to the Cobb County Board of Commissioners for approval and implementation.

## TIER 1

### PUBLIC SERVICES

#### PARKS, RECREATION AND CULTURAL AFFAIRS

Project	Description	Commission District	Estimated Project Cost
Price Park	Pavilion, restrooms, parking, stream crossing	1	\$500,000
Green Meadows Preserve	Historic house restoration, parking, restrooms, and related improvements	1	\$1,850,000
City of Acworth Joint Project	New Recreation/Community Center	1	\$8,500,000
City of Kennesaw Joint Project	New Recreation Center	1	\$4,600,000
City of Kennesaw Joint Project	New Splash Pad	1	\$400,000
PRCA Administration Complex	Renovate small engine repair shop; not included in current SPLOST	1	\$1,000,000
Hubert Soccer Complex	Convert athletic fields to synthetic turf; long term savings in M&O; increased capacity and usage	1	\$2,600,000
Nesbitt Union Chapel	Historic Preservation	1	\$150,000
Joint Facility Project with Cobb County School District	Build synthetic turf fields and restroom building; savings in M&O	2	\$4,000,000
Sewell Park	Entrance roadway improvements for proposed Library/Cultural Center	2	\$1,350,000
Hyde Farm	Operations barn for equipment storage and supplies	2	\$1,000,000
Terrell Mill Park	Convert athletic field to synthetic turf	2	\$1,000,000
Mabry Park	Build out of approved Master Plan including roadway into property	3	\$4,250,000

## TIER 1

### PUBLIC SERVICES

#### PARKS, RECREATION AND CULTURAL AFFAIRS

Project	Description	Commission District	Estimated Project Cost
Mountain View Community Center	Renovate Community Center building	3	\$750,000
Osborne Area Recreation/Community Center	Property acquisition; construct new Recreation/Community Center	4	\$10,000,000
Mud Creek Soccer Complex	Convert athletic fields to synthetic turf; long term savings in M&O; increased capacity and usage	4	\$2,600,000
Stout Park	General park improvements as included in the approved Master Plan for Equestrian Center/Community Center	4	\$2,000,000
Mable House Complex	Mable House facility improvements	4	\$2,000,000
Old Clarkdale Park	Park Improvements	4	\$1,000,000
Johnston's River Line Park	Discovery Boulevard park improvements	4	\$1,000,000
County Wide Parks Master Plan	Parks Master Plan	1,2,3,4	\$250,000
Paving Improvements	Re-Pave selected parking lots and access roadways in selected parks	1,2,3,4	\$3,604,731
Technology Improvements	Technology installations and upgrades to parks and facilities; new Work Order system per Oversight Committee recommendation	1,2,3,4	\$900,000
General Park Improvements	Utilities, Roofs, Lighting, Plumbing Upgrades	1,2,3,4	\$4,000,000
Jim R. Miller Park	Build out approved Master Plan	1,2,3,4	\$18,204,048
<b>Parks, Recreation and Cultural Affairs Estimated Total Cost</b>			<b>\$77,508,779</b>

## TIER 2

### County Public Services Projects - To Be Implemented If Additional Funding Becomes Available

Project	Description	Commission District	Estimated Project Cost
Terrell Mill Park	Athletic field renovation	2	\$4,000,000
Vinings Community Center	Property acquisition and construction of community center	2	\$4,000,000
Noonday Creek Park	Convert athletic fields to synthetic turf -savings to County long term	3	\$2,600,000
Lions Park	Purchase adjacent property and integrate into park (crucial to entire park infrastructure)	4	\$650,000
Wallace Park	Convert athletic fields to synthetic turf; savings in M&O and increased usage	4	\$2,000,000
Wild Horse Creek Park	Convert athletic fields to synthetic turf; savings in M&O and increased capacity and usage	4	\$2,000,000
Senior Center (Tier 2)	A multipurpose center would provide programs/services as offered in other areas of the county.	2	\$8,000,000