

OWNER - CONTRACTOR AGREEMENT

23RFP120423K-JAJ, Design/Build Services Developmental Disability Programming and Services

CONTRACTOR	Hogan Construction Group, LLC/The Collaborative Firm, LLC
ADDRESS	Norcross, GA 30071
CONTACT	Adam Killen
PROJECT NUMBER	23RFP120423K-JAJ
TELEPHONE	770-242-8588
FACSIMILE	_____

THIS AGREEMENT is effective as of the 18th day of September, 2024, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the “County”), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement (“Contract”), which consists of the following: Owner-Contractor Agreement, Owner’s invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions (if applicable)
- Exhibit C: Addenda
- Exhibit D: Bid Form
- Exhibit E: Bonds (Bid, Payment & Performance)
- Exhibit F: Scope of Work and Technical Specifications
- Exhibit G: Exhibits
- Exhibit H: Purchasing Forms
- Exhibit I: Office of Contract Compliance Forms
- Exhibit J: Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said County, for and in consideration of a Contract Price of \$3,655,925.00, (three million six hundred fifty five thousand nine hundred twenty five dollars), and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Construction Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Project Number: 23RFP120423K-JAJ
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The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within **300** calendar days from the Notice to Proceed or the date work begins, whichever comes first. The Contractor shall remain responsible for performing, in accordance with the terms of the Contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days. The Contractor shall agree that in the performance of this Contract he will comply with all lawful agreements, if any, which the contractor has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 500.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages.

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County

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providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provision]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on September 18, 2024 and 24-0600.

[SIGNATURES NEXT PAGE]

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IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

Signed by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya Grier

Tonya R. Grier, Secretary/
Clerk to the Commission

(Affix Corporate Seal)



APPROVED AS TO FORM:

Signed by:

Dennal Stewart

Office of the County Attorney

APPROVED AS TO CONTENT:

Signed by:

Joseph Davis

Joseph Davis, Director
Department Of Real Estate & Asset
Management

CONTRACTOR:

**Hogan Construction Group, LLC/The
Collaborative Firm, LLC**

DocuSigned by:

Paul Hogan

Paul Hogan
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

DocuSigned by:

Abbie Fischer

Notary Public

Forsyth

County: _____

05/23/2025

Commission Expires: _____

(Affix Notary Seal)



ITEM#: 24-0600	RCS: 9/18/2024 2ND RECESS MEETING	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

EXHIBIT A

GENERAL CONDITIONS

SECTION 6 – GENERAL CONDITIONS

00700-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

00700-2 CONTRACT DOCUMENTS

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

- A. Notice of Award of Contract:
- B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle

the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

00700-3 DEFINITIONS

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Alternate bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Base bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Code Section 102-420 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager - shall mean the individual designated in writing, by the [Insert Department name] Department as the Construction Manager.

Contractor - shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents- include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time - shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

Owner or County - shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Director - Director of the Real Estate and Asset Management Department of Fulton County, Georgia or the designee thereof.

Final Completion - shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Liquidated Damages - shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products - shall mean materials or equipment permanently incorporated into the work.

Project Manual - The Contract Documents.

Provide - shall mean to furnish and install.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

00700-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

00700-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely

reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

00700-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

00700-7 APPLICABLE LAW

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

00700-9 TAXES

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

- B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

00700-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, back charge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

00700-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

00700-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

00700-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

00700-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

00700-15 INDEMNIFICATION

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers,

and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results within fourteen (14) days of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the

County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

00700-17 ADMINISTRATION OF CONTRACT

The Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the Construction Manager.

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

00700-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and

subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

00700-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

00700-25 SAFETY

SAFETY, HEALTH AND LOSS PREVENTION

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all

protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.

All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

PROTECTION OF THE WORK

The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.

The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it

deems necessary including, but not limited to, suspending the Work as provided in this Agreement.

2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.

2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.

3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or

type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

00700-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

00700-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

00700-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

00700-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

00700-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

00700-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

00700-33 WARRANTY OF NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

00700-34 CONTRACTOR'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

00700-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

00700-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

00700-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other

remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed.

Upon completion of the work, the County shall determine in its sole discretion whether the Contractor is due any compensation for those services the Contractor performed prior to the termination to the satisfaction of the County ("Unpaid Satisfactory Work"), and shall compensate Contractor for the same. The County shall further determine in its sole discretion whether the County's completion of the work was made more costly as a result of failures, acts, or omissions of the Contractor, and if so, shall deduct such amounts ("Overages") from any amounts that may be due to the Contractor. In the event that the Overages exceed the Unpaid Satisfactory Work, the Contractor shall immediately pay the difference to the County on demand. These obligations for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

00700-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the termination shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated by the County through the Termination for Cause provisions due to a claim of default by the Contractor, and it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a Termination for Convenience pursuant to this paragraph and administered according to the provisions related to Termination for Convenience set out in this Contract.

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

00700-42 COST TO CURE

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, for the purpose of completing the work for which the Contractor was

contractually engaged, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

00700-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Unless otherwise directed by the Construction Manager, terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:

The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and

The completed or partially completed plans, drawings, information, and other property to the work.

7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.

8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and

9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

00700-45 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

00700-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined by the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

00700-47 REIMBURSEMENT OF THE COUNTY

In the event of termination for cause or convenience, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the Construction Manager issues a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work and if the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment may be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

00700-49 COMMENCEMENT AND DURATION OF WORK

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently conduct the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

00700-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

00700-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

00700-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

00700-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days

June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

00700-54 DELAY - NOTICE AND CLAIM

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

00700-55 STATEMENT OF CLAIM - CONTENTS

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

00700-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

00700-58 SET-OFFS

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

00700-59 REMEDIES CUMULATIVE

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

00700-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

00700-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

00700-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

00700-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

00700-65 PAYROLL REPORTS

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

00700-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor' employee in charge of the work shall be an authorized representative of the Contractor.

00700-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

00700-68 INSPECTION BY THE CONSTRUCTION MANAGER

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

00700-70 SCHEDULING OF THE WORK

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

00700-71 PROGRESS ESTIMATES

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

00700-72 PROGRESS PAYMENTS

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

00700-73 TIME OF PAYMENT

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government

141 Pryor Street, SW

Suite 7001

Atlanta, Georgia 30303

Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. A written report of the total value of work performed and materials and equipment obtained to the date of submission

- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

00700-74 RETAINAGE

The County shall retain from each progress payment five percent of the estimated value of the work performed. At the discretion of the owner and with the approval of the contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work. If a contract includes two or more projects or

assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the limit shall be based upon the price for each individual project or assignment. At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the owner's authorized contract representative determines the work to be reasonably satisfactory, the owner shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the contractor and subcontractors as their interests may appear. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

00700-75 PAYMENT OF SUBCONTRACTORS

The contractor shall, within ten days from the contractor's receipt of retainage from the owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage by the same percentage amount as the contractor's retainage is reduced by the owner; provided, however, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the contractor; provided, however, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

00700-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for

utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

00700-79 JOINT PAYMENTS

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

00700-80 RIGHT TO WITHHOLD PAYMENT

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

00700-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall

forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

00700-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Construction Manager:

An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied;

The surety's consent to final payment; and

Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

00700-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

00700-87 CHANGES IN THE WORK

CHANGE ORDERS

A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to

Fulton County Code Section 102-420. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.

The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.

The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:

By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

By unit prices stated in the Contract Documents or subsequently agreed upon;

By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

By the method provided in Subparagraph A4 below.

If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.

In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.

All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.

In Subparagraphs 3 and 4 above, the items included in "Cost and "Overhead" shall be based on the following schedule:

Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.

Fulton County Code Section 102-420. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.

The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.

The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:

By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

By unit prices stated in the Contract Documents or subsequently agreed upon;

By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

By the method provided in Subparagraph A4 below.

If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.

In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.

All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.

In Subparagraphs 3 and 4 above, the items included in "Cost and "Overhead" shall be based on the following schedule:

Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.

The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.

No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

REQUESTS FOR ADDITIONAL COST

If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.

If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Fulton County Code Section 102-420.

MINOR CHANGES IN THE WORK

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

BONDS

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

00700-89 NO WAIVER OF REMEDIES

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

00700-90 LAND AND RIGHTS-OF-WAY

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.

If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.

The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

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EXHIBIT A
FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 20__, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 20____. _____, who under Oath deposes and says that he is _____ of the firm of _____, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission expires

END OF SECTION

EXHIBIT B

SPECIAL CONDITIONS

SECTION 7 – SPECIAL CONDITIONS

SECTION 7 – SPECIAL AND TECHNICAL CONDITIONS

As part of the Response, the County is looking for the Contractor to be aware of and or provide the following:

- The county is current contracted for the Survey and Geo-technical borings for structural load evaluation in keeping with industry standards upon completion of which, the results will be provided to the awarded contractor.
- The County anticipates seeking a site development permit in advance with the intention of providing the awarded contractor the site development package and permit so, they may immediately commence site work upon award.
- A reminder the work will take place in two phases as defined herein with the intent of providing a temporary certificate of occupancy for Phase I as soon as it can safely, effectively (Cost and time) and suitably be provided;
 - To provide an add alternate for an accelerated Schedule for the construction of Phase I as well as Phase II;
- The site will continue to be operational during the time of construction as an active facility to serve the community;
 - Upon award, the selected contractor will develop as part of its construction schedule a schedule of any planned interruptions in service to any utility or operation in order to facilitate the construction for the County's approval.
- Due to the unique configuration of the facility, the area the addition will be located in, access to the area of planned construction and the continued operation of the site to serve the community; a site visit is **strongly encouraged** so that you may develop and provide a staging plan for equipment, materials etc.;
- As part of the response, the County is asking the contractor to provide a list of long lead items equipment, supplies or materials that due to the current market environment and potential limited availability; they believe will need to be considered for advance order due to lead times due to market conditions;
 - The contractor in its response should provide an add alternate for wood framing as an alternate to the requested metal/aluminum framing.
- As the job progresses the County expects the selected contractor to maintain and update that list for like kind materials and equipment, so that the County may avail itself of the time or cost savings that do not compromise the design or operational requirements and standards set forth in the construction documents or program requirements;
- The County may have contractors that it works with to provide certain requirements in areas such as IT, BAS (Building Automation System) and security which, the county reserves the right to provide the specific vendor to work with the contractor if it deems the most efficient and effective manner to deliver the services;

SECTION 7 – SPECIAL CONDITIONS

SECTION 7 – SPECIAL AND TECHNICAL CONDITIONS

As part of the Response, the County is looking for the Contractor to be aware of and or provide the following:

- The county is current contracted for the Survey and Geo-technical borings for structural load evaluation in keeping with industry standards upon completion of which, the results will be provided to the awarded contractor.
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- A reminder the work will take place in two phases as defined herein with the intent of providing a temporary certificate of occupancy for Phase I as soon as it can safely, effectively (Cost and time) and suitably be provided;
 - To provide an add alternate for an accelerated Schedule for the construction of Phase I as well as Phase II;
- The site will continue to be operational during the time of construction as an active facility to serve the community;
 - Upon award, the selected contractor will develop as part of its construction schedule a schedule of any planned interruptions in service to any utility or operation in order to facilitate the construction for the County's approval.
- Due to the unique configuration of the facility, the area the addition will be located in, access to the area of planned construction and the continued operation of the site to serve the community; a site visit is **strongly encouraged** so that you may develop and provide a staging plan for equipment, materials etc.;
- As part of the response, the County is asking the contractor to provide a list of long lead items equipment, supplies or materials that due to the current market environment and potential limited availability; they believe will need to be considered for advance order due to lead times due to market conditions;
 - The contractor in its response should provide an add alternate for wood framing as an alternate to the requested metal/aluminum framing.
- As the job progresses the County expects the selected contractor to maintain and update that list for like kind materials and equipment, so that the County may avail itself of the time or cost savings that do not compromise the design or operational requirements and standards set forth in the construction documents or program requirements;
- The County may have contractors that it works with to provide certain requirements in areas such as IT, BAS (Building Automation System) and security which, the county reserves the right to provide the specific vendor to work with the contractor if it deems the most efficient and effective manner to deliver the services;

- The county also may request the contractor provide a proposal for the needed infrastructure for the IT or security services.

SAFETY AND HEALTH PROCESS

FULTON COUNTY CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

1.0 INTRODUCTION

Every Contractor performing construction related services shall follow the procedures outlined in this document.

2.0 REFERENCES

- 2.1 Occupational Safety and Health Regulations (OSHA) 29CFR1910 and 29CFR1926
- 2.2 Environmental Protection Agency Regulations (EPA) 40CFR
- 2.3 Fulton County Safety and Health and Requirements
- 2.4 Georgia Department of Transportation Regulations and Requirements
- 2.5 US Department of Transportation Requirements
- 2.6 Manual of Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1)
- 2.7 Georgia Department of Natural Resources Environmental Protection Division Regulations

Safety rules and regulations will be followed using federal, state or local regulations in force. Should a Contractor's rule be in use which is more effective, the most stringent rule or regulation will be enforced by the Contractor, Sub-Contractors and Fulton County designated Safety Representative(s).

3.0 RESPONSIBILITY

The Contractor receiving the bid has the ultimate responsibility for the safety and health of all Sub-Contractors, all employees on the project, and the general public and complying with all governmental regulations and requirements (OSHA, EPA, DOT, state, local).

The Contractor is responsible for:

- 4.0 Implementing a safety, health and loss prevention process and program that meets or exceeds all the requirements in the Contract Documents and the safety, health and loss prevention guidelines referenced in the Contract Documents;
- 5.0 Reporting all accidents, incidents and near misses as required in the safety guidelines;

- 6.0 Coordinating the investigation of major accidents and incidents with the Project Manager;
- 7.0 Designating an employee on the site to be responsible for the Contractor's safety program; and
- 8.0 Implementing corrective action plans to address safety, health and loss prevention findings identified on the work site.

Nothing contained herein shall relieve the Contractor or any Sub-Contractor of such responsibility or liability.

9.0 PROCEDURE

- 9.1 The Contractor and each Sub-Contractor must implement a written safety and health prevention process and program following the guidelines contained in this document and in any other relevant portion of the Contract Documents. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.
- 9.2 The Contractor and each Sub-Contractor must implement a drug and alcohol policy following the guidelines contained in this document and in the bid specific actions. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.
- 9.3 The Contractor must designate a person responsible for site safety. Each Sub-Contractor must designate a person responsible for site safety.
- 9.4 Not Used.
- 9.5 Contractor is responsible for providing all necessary safety supplies and personal protective equipment required to protect its employees, Sub- Contractors, and the 'general public.
- 9.6 Contractor shall make available certified First-aid services, First-aid supplies, and provisions for medical care for all employees at the construction site prior to beginning work on site.
- 9.7 Contractor shall maintain a competent person at the construction site at all times with an OSHA 10-hour certification, Said person shall have the knowledge to recognize hazards or potential hazards and has the authority to correct such hazards.
- 9.8 The status of project safety shall be included in the Contractor's agenda, which is required in Progress Meetings.

10.0 DRUG AND ALCOHOL POLICY

The Contractor and each Sub-Contractor must implement a drug and alcohol policy in order to maintain a safe and efficient work environment. This policy must include the following elements.

- 11.0 Written policy that prohibits the use, transportation, sale and possession of these materials
- 12.0 Disciplinary action plan for violations
- 13.0 Any treatment or reinstatement reemployment options

14.0 Drug and alcohol testing schedule that includes pre-employment, periodic for safety sensitive or critical jobs, and for cause

Note: AGC, ABC and/or Fulton County programs may be used as guided documents.

15.0 OTHER CONTROLLED ITEMS

The Contractor and each Sub-Contractor is required to include in the Project Safety Program a prohibition against the use, possession, concealment, transportation, promotion or sale of the following controlled items

- 16.0 Firearms, weapons, and ammunition.
- 17.0 Switchblades
- 18.0 Unauthorized explosives including fireworks
- 19.0 Stolen property or contraband
- 20.0 Controlled chemicals or chemicals recognized as being able to be used for improper purposes

21.0 EMERGENCY PROCEDURES/GUIDELINES

21.1 The Contractor is required to establish site specific emergency procedures in the Project Safety Program to manage emergencies that may occur at any time in the following categories:

- 22.0 Fire
- 23.0 Employee injury
- 24.0 Pedestrian injury due to work activity of anykind
- 25.0 Property damage and damage to various utilities (i.e., electrical, gas, sewerage, water, telephone or public roadways)
- 26.0 Public demonstrations
- 27.0 Bomb threats
- 28.0 Flood, Wind, Lightening, Hail
- 29.0 Terrorists Threats
- 30.0 Work place violence

30.1 These Emergency Procedures will be made part of the Contractor's Project Safety Program submittal and shall include but not be limited to the following elements:

1. A list of emergency phone numbers posted at the job site, along with information to be transmitted in such emergencies.
2. An incident command structure defining duties and responsibilities
3. A system to train supervisors and employees on this emergency plan
4. Procedures on how to handle emergencies including access to the site by emergency responders, accounting for workers, and securing the area.

5. Procedures for media releases. These releases must be coordinated through the Fulton County Information and Public Affairs Office in coordination with the County's designated Representative.
6. A plan that addresses serious incidents that includes notification to Fulton County, Fulton County's designated Representative immediately after the incident.

7. A review and updating frequency that includes forwarding a copy to Fulton County and the County's designated Representative.

31.0 ACCIDENT AND INCIDENT INVESTIGATION AND REPORTING

- 31.1 The Contractor is responsible for reporting all accidents and incidents on the project site to the County's designated Representative within (1) business day. Accidents or incidents resulting in a fatality, property loss in excess of \$5,000, or involvement with the general public must be reported immediately to Fulton County's designated Representative and the investigation of the accident or incident coordinated with Fulton County Safety staff.
 - 31.2 The Contractor will maintain a log of all injuries that occur on the job site. This log will be current and available for review.
 - 31.3 For any incidents such as fires, explosions, fatalities, etc., the Contractor must notify Fulton County's designated Representative immediately and must coordinate any releases to the news media through the County's designated Representative and the County's Information and Public Affairs Office.
 - 31.4 If a work-related injury should occur on this project, Contractor shall perform a thorough investigation of the incident and document the information.
 - 31.5 A written accident investigation report containing the following information a minimum must be forwarded to the Fulton County's designated Representative within 24 hours of incident.
- 32.0 Company Name
 - 33.0 Location
 - 34.0 Date and Time of incident
 - 35.0 Description of incident
 - 36.0 Names of all parties involved and all witnesses
 - 37.0 Corrective action(s) taken to prevent recurrence
 - 38.0 If the incident involves injury or illness, the following information must be provided:
 - 38.1 A medical description of the injury or illness
 - 38.2 OSHA recordability status i.e. first aid, medical treatment, lost time, days of restricted work.
 - 38.3 If the public is involved, information about treatment and treatment location.
 - 39.0 Any pictures, site drawings, etc. if they assist in describing the incident.

If the investigation cannot be completed in 24 hours, a preliminary report marked as such shall be forwarded and the report completed and forwarded as soon as possible.

40.0 JOB SAFETY ANALYSIS

- 40.1 The Contractor and each Sub-Contractor must implement a procedure to conduct a written job safety analysis or job hazard analysis for all project work tasks prior to beginning each task. Reference Appendix A.
- 40.2 The job safety analysis should follow National Safety Council, AGC, or other recognized guidelines and address all safety and health hazards for the work, identify personal protective and other safety equipment required, identify potential hazards to the general public if applicable, and identify any safety equipment, training, or controls that must be implemented prior to starting the work.
- 40.3 The Contractor must maintain a file for all job safety analysis forms, which is Accessible for review.

41.0 SAFETY AND HEALTH COMPLIANCE AUDITING

41.1 Self-Auditing Requirements

- 41.1.1 The Contractor and each Sub-Contractor must implement a procedure to assure that written safety and health audits or inspections are conducted at least biweekly (every 2 weeks). Safety checklists used by Fulton County's designated Representative may be used. The Contractor may use this checklist or an equivalent approved by Fulton County's designated Representative.
- 41.1.2 Each written safety audit must be filed on the site and a copy forwarded to Fulton County designated Representative.

41.2 NOT USED

41.3 INSPECTIONS BY REGULATORY AGENCIES

- 41.3.1 The Contractor must notify the Fulton County designated Representative whenever a 051-IA compliance officer, health inspector, or EPA or Georgia Environmental Protection Division Representative arrives at the project site to conduct an inspection.
- 41.3.2 The Contractor is required to forward a copy of all regulatory citations, notice of violations, or similar for this project to Fulton County's designated Representative.

41.3.3 These records will be reviewed with Fulton County designated Representative and included in the Construction Project files.

41.4 SAFETY INSPECTION AND AUDIT FOLLOW UP

- 41.4.1 Every safety audit or regulatory inspection conducted per the requirements above may be reviewed by the Fulton County designated Representative. This review may identify serious and repeat safety items, look at trends, identify risks and potential losses, and site safety and loss prevention activities.
- 41.4.2 After this review the findings may identify areas needing improvement.
- 41.4.3 A copy of the audit and any areas identified, as needing improvement will be forwarded to the Contractor's senior management.
- 41.4.4 For findings that indicate major loss potential or serious concerns about site safety, the areas identified as needing improvement and the overall performance may be reviewed by Fulton County's designated Representative A written action plan to address the Contractor's performance issues may be developed.
- 41.4.5 Fulton County or designated Representative may meet the Contractor's senior management to discuss the findings, contract requirements, and their plans to address the findings.
- 41.4.6 The number and frequency of safety audits and site visits may be increased until improvements are noted.

42.0 SAFETY MEETINGS

- 42.1 The Contractor will conduct weekly safety meetings with all Contractor and Sub-Contractor employees on the site.
- 42.2 The Contractor will keep safety-meeting records that include meeting topic(s), outline of items discussed, and attendance and sign in sheet. At this meeting any accidents or audit findings and corrective actions from the previous week will be discussed.
- 42.3 The Contractor will maintain a job site file that contains copies of the safety meeting records.

43.0 TRAINING, INSPECTION AND CERTIFICATION

- 43.1 Employee Training
 - 43.1.1 The Contractor must be able to show when requested the required safety training for all Contractor and

Subcontractor employees and competent persons
working on the site including any required craft training,

- 43.1.2 The Contractor must be able to show when requested that all employees operating mobile equipment or cranes have met or exceeded training and licensing requirements.
- 43.1.3 The Contractor must be able to show when requested that all scaffolds are erected under the direction of a competent scaffold builder, that all users are properly trained, and that the scaffold is inspected daily.
- 43.1.4 The Contractor shall ensure that each employee is properly trained in the recognition and avoidance of unsafe conditions and the regulations applicable to his or her work environment to control or eliminate any hazards or other exposure to illness or injury.
- 43.1.5 If Contractor or Sub-Contractor employs anyone who cannot effectively communicate using the English language, a translator must be maintained on site who can relay instructions, questions, or concerns in a manner that the non-English and English-speaking employees will understand. The identification of this translator shall be provided to Fulton County's designated Representative.
- 43.1.6 Contractor shall orient all supervision and employees concerning safety requirements before working on the project

43.2 Equipment Certification and Inspection

- 43.2.1 The Contractor must be able to document that all cranes and mobile equipment used on the job site have current inspections and certifications.
- 43.2.2 The Contractor must assure that required daily and weekly equipment inspections are performed and documented in writing per governmental regulations and the requirements of this policy.
- 43.2.3 The Contractor must maintain a job site file for these required inspections and certifications.
- 43.2.4 Equipment identified as having safety problems or not meeting standards or codes shall be tagged as defective and shall not be used until those identified items have been corrected.
- 43.2.5 Contractor shall maintain, and have available for viewing, safety inspection reports for ladder, electrical cords, scaffolds, and trenches/excavations.

44.0 SAFETY AND HEALTH PROGRAM ELEMENTS

Note: Based on the project work activities and scope of work, some program elements may be not applicable to the project work and therefore do not have to be implemented. Elements marked with an asterisk are applicable to all Projects.

44.1 Return to WorkPolicy*

The Contractor and each Sub-Contractor will be required to establish a transitional work program for employees injured at work, which provides modified duty within the employee's physical limitations.

44.2 Fire Prevention Program*

The Contractor and each Sub-Contractor will be required to submit a temporary fire protection plan to be in effect for the duration of the contract. This plan must be submitted as part of the Contractor's Safety Program submittal, it must include provisions for fire protection systems and equipment, as identified in OSHA Safety and Health for Construction 1926, Sub-Part F, Fire Protection and Prevention.

44.3 Hazard Communication (HAZCOM)*

The Contractor and each Sub-Contractor shall have a written HAZCOM Program. The program shall meet OSHA 1926 Requirements and provide for training so that all employees will be able to:

8. Understand the program and identify hazardous chemicals with which they work.
9. Understand product-warning labels.
10. Have MSDSs for all potentially hazardous materials brought onto, used on, or stored at the job site.
11. Know the physical location of the Material Safety Data Sheets (MSDS).

44.4 Personal Protective Equipment (PPE)*

All Contractor and Sub-Contractor employees and other site visitors will be required to wear the PPE necessary to accomplish the work in a safe manner, PPE required will vary from job to job and must be based on a written hazard assessment. A list of PPE that is required is identified below:

12. Hard Hats shall be worn at all times on all projects
13. Hearing Protection for operations that create noise in excess of 65 dBA is required.
14. Contractor shall provide eye or face protection equipment when machines or operations present potential eye or face injury from physical, chemical, or radiation agents. Work boots or work shoes made of leather shall be required. No open toed shoes or canvas shoes are allowed
15. Shirts with sleeves at least 4 inches long are required. Tank tops and mesh shirt are not allowed.

16. Full Body Safety Harnesses with shock absorbing lanyards for fall protection are required.
17. Full body and chemical splash protection is required when handling hazardous chemicals.
18. Respirators are required when employees may be exposed to dust and/or chemicals in excess of the OSHA permissible exposure limits.
Long pants are required.

*

44.5 Confined Space Entry

If the project work involves permit required confined spaces, a permit required confined space entry program that meets 051-iA requirements must be established. This program must include but is not limited to the following elements.

- 19. Confined Space Identification
- 20. Environmental Testing
- 21. Rescue
- 22. Communication with employees in the confined space
- 23. Employee Training
- 24. Permit System for entry

44.6 Excavations

If the Contractor or Sub-Contractor must make a cut, cavity, trench or depression in an earth surface formed by earth removal, the work must comply with the OSHA Regulations on trenching and excavations. A competent person must be assigned for each excavation. Requirements include but are not limited to:

- 25. Employee Training
- 26. Daily inspections
- 27. Soil testing
- 28. Protective or support systems.

44.7 Electrical Tools, Equipment, and Systems*

- * The Contractor and each Sub-Contractor must implement Assured Grounding Program or use Ground Fault Circuit Interrupter (GFCI) devices on all electrical tools and extension cords.
- 29. All electrical work must be performed in accordance with the National Electrical Code (NEC) and OSHA,
- 30. All electrical tools and extension cords must be in good repair and the Contractor must establish a written inspection program for all electrical tools. The frequency of inspection shall be at least monthly.

44.8 Lockout/Tagout Procedure

The Contractor and each Sub-Contractor will be required to implement a written Lockout/Tag procedure that meets OSHA requirements if their work requires energy isolation, Program elements include but are not limited to the following:

- 31. Energy isolation lists for each piece of equipment
- 32. Employee training

33. Individually keyed locks and danger tags

34. Written Procedure that assigns responsibilities

44.9 Fall Protection*

Contractor shall provide an approved fall protection system for all employees working at an elevation of 6 feet or higher on this project, including scaffolding work and steel erection. Employees will be

responsible for utilizing the fall protection 100% of the time. Sub- Contractor will be responsible for ascertaining their employees' compliance with this requirement. The plan must address the following items:

- 35. Only full body harnesses with shock absorbing lanyards and double locking hooks shall be use.
- 36. Falls should be limited to less than. 6 feet such than employee can neither fall more than 6 feet nor contact any lower level.
- 37. Fall protection systems must be planned into the job and must be designed to handle loads and forces expected. The project goal is 100% fall protection.
- 38. Employee training and enforcement of these requirements are mandatory to assure an effective program.

44.10 Scaffolding

All scaffolds and work platforms shall be constructed to meet the requirements of OSHA 1926.451 and ANSI A10.8. Some program elements include but are not limited to:

- 39. User training for all employees who may use scaffolds;
- 40. Scaffolding is to be designed and erected by competent person(s) following manufacturer's guidelines. Employees must use fall protection when erecting scaffolding;
- 41. Daily inspection by competent person. Must implement daily tag system to document inspection;
- 42. Must have engineering approval for scaffolds above 100 feet in height;
- 43. Must be able to document competent person credentials; and
- 44. Scaffolds must have proper egress (ladder/stairs) and should have guardrails, complete deck, toe boards and netting if anything can fall on people below. If guardrails or decking is not complete, fall protection must be used.

44.11 Cranes and Other Lifting Devices

- 45. Trained and experienced operators shall operate Cranes in accordance with the applicable OSHA and ANSI/ASME.
- 46. The Contractor is responsible for ensuring that the crane is properly sized for the job and that all required inspections and maintenance required by 051-IA and ANSI/ASME standards have been conducted.
- 47. All cranes should have anti-two block devices installed and operational. Cranes lifting employees in personnel baskets must have an anti-two block device to stops the crane if this condition occurs (positive acting).

48. Tag lines are required to secure materials while being moved or handled by cranes.
49. All cranes working in the vicinity of overhead power lines shall be grounded and be equipped with proximity guards.
50. A lift plan must be submitted for all lifts that exceed 20,000 pounds or 75% of the crane's lift capacity. This plan must be reviewed and approved by the Contractor.

51. Slings, hooks, and other lifting devices must be inspected on regular basis and stored properly.

44.12 Use of Personnel Baskets

- ☐ Personnel baskets should only be used as the last practical means after documenting that all other means are unacceptable.
- ☐ The personnel basket must be manufactured, tested, and used in accordance with OSHA 1926.550. The crane lifting the basket must also meet OSHA requirements.

44.13 Personal Lifts with Articulating Booms (Jig) and Scissors Lifts

- ☐ Operators must be trained in the safe operation of the lift including daily inspection procedures prior to use.
- ☐ Operators of JLG lifts must wear a full body harness with shock absorbing lanyard and be tied off while the lift is operation. Operators in a scissors lift must use fall protection anytime the guardrail system removed or altered.

44.14 *Ladders**

- ☐ Ladders are acceptable means of access when used in compliance with OSHA 1926.1053.
- ☐ Ladders must be in good repair, have safety feet and be inspected.
- ☐ Extension ladders must be either held by an employee on the ground or tied off at the top.
- ☐ Homemade ladders not meeting OSHA requirements should not be used.
- ☐ Non-conducting ladders are required for electrical work.
- ☐ Fall protection is encouraged for employees working on ladders especially if they will be leaning and turning in their work activities.

44.15 Tools and Equipment

All tools and equipment used on the project must be in a safe operating condition, with all guards in place, and must meet or exceed all governmental regulations (OSHA, EPA, DOT, etc.). Tools and equipment must be maintained, inspected, tested, and used in accordance with OSHA regulations.

44.16 Compressed GasCylinders*

- ☐ Compressed gas cylinders must be used, stored, and transported in accordance with OSHA requirements, DOT requirements, and Compressed Gas Association standards.
- ☐ Fuel and oxygen cylinders must be stored separately or separated in accordance with the appropriate code.
- ☐ Compressed gas cylinders are not allowed inside confined spaces.

44.17 Welding, Burning, and Cutting*

- ☐ The Contractor's program must meet or exceed OSHA and NFPA requirements.
- ☐ All flammables must be removed from work area and a fire watch posted in area until 30 minutes after the job is completed.

- ☐ At a minimum a 10 LB ABC rated fire extinguisher must be available in the immediate work area.
- ☐ Regulators must be in good working order and must have anti-flash back and check valves.
- ☐ Welding shields and burning goggles must be used.

44.18 Sanitation and Housekeeping*

- ☐ The project site shall have an adequate number of portable toilets and hand washing facilities.
- ☐ The project site must establish a housekeeping plan that includes daily site clean-up and trash and debris removal.

44.19 Hearing Conservation*

The Contractor and each Sub-Contractor who has employees exposed to noise levels exceeding 85 dBA must establish a hearing conservation program that meets or exceeds OSHA requirements. Minimum program elements include audiometric testing, noise monitoring, use of hearing protectors, and employee training.

44.20 Respiratory Protection

The Contractor and each Sub-Contractor who has employees who wear respiratory protection must implement a respiratory protection program that meets or exceeds OSHA requirements. Minimum program elements include risk based respirator selection, medical surveillance, employee training, respirator fit testing, and written operating procedures.

45.0 **SPECIALIZED SAFETY PROGRAM ELEMENTS**

If required by the project scope of work and specific work site or activities, specialized programs listed below shall be included in the Contractor's Safety Program submittal. The Contractor is required to implement the required programs and assure that they meet or exceed all contractual, regulatory and Fulton County's requirements applicable. Details for specific program elements may be included in the contract documents,

- 45.1 Asbestos Removal
- 45.2 Lead Based Paint Removal
- 45.3 Exposure Assessment and Employee Monitoring (Industrial Hygiene)
- 45.4 Hazardous Waste Operations and Training
- 45.5 Overhead Power Lines
- 45.6 Locating underground utilities
- 45.7 Dust Control

- 45.8 Guarding for floor holes and roof openings
- 45.9 Heavy Equipment, Truck and Earth Moving Equipment requirements
- 45.10 Environmental Requirements

46.0 **ROAD AND TRANSPORTATION SAFETY REQUIREMENTS**

The Contractor shall implement the following into its safety program whether required by the contract or any other authority having jurisdiction if required to perform the work and maintain vehicular and pedestrian traffic safety:

- 46.1 Barricades and Cones
- 46.2 Traffic and Warning Signs
- 46.3 Traffic control devices
- 46.4 Equipment and materials storage
- 46.5 Reflective Clothing and other personal protective equipment
- 46.6 Excavation and road hole protection
- 46.7 Erosionprotection
- 46.8 Trained flaggers

47.0 ADDITIONAL REQUIREMENTS TO PROTECT THE GENERAL PUBLIC

Based on the Contractor's scope of work and specific work activities or location the Contractor may be required to implement the following into its safety program to protect the general public:

- 47.1 Fencing and other measures for site security
- 47.2 Warning, direction and no trespassing signs
- 47.3 Alternate public walkways
- 47.4 Protection of the public from overhead and other construction hazards
- 47.5 Site Traffic Control
- 47.6 Barricading off hazardous areas and open pits and holes

Job Safety Analysis Worksheet Example and Information
Job Safety Analysis/Job Pre-Planning Worksheet

Job Name and #:		Completed By:
Date:	Phase/Operation:	
Task	Hazard	Control

CONTRACTOR RULES AND REGULATIONS

**Fulton County Government Center Atlanta,
GA 30303**

CONTRACTOR RULES AND REGULATIONS

The purpose of these Contractor Rules and Regulations is to provide additional resources when working at the Fulton County Government Center in downtown Atlanta, GA.

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**Fulton County Government Center
Atlanta, GA 30303**

CONTRACTOR RULES AND REGULATIONS

This document covers in detail how the Contractor is to handle most situations encountered during construction.

☐ **AIR BALANCE REPORTS**

If the Property Manager or Chief Engineer deems necessary, where partitions are installed, moved, removed or altered, which can affect airflow, air supply requirements shall be supplied and an air balance check performed at completion of work to ensure proper airflow.

Prior to the commencement of any air balancing work, the mechanical contractor shall request HVAC design specifications for the building. The Contractor must also provide a detailed summary of the proposed work along with a full set of mechanical plans for review prior to the start of the construction.

Contractor, at the completion of the installation work, shall balance and adjust all air moving equipment and air distribution equipment to within ten (10) percent of the design CFM's and submit a full balancing report. Air balance reports will be submitted prior to final acceptance and release. The air balance contractor shall be certified by the National Environmental Balancing Bureau.

☐ **BLINDS AND DRAPERIES**

During construction, the Contractor shall protect the existing window treatment, i.e., shades/blinds/draperies, so as not to damage them, their appearance or proper operation. All blinds must be clean, in proper working order and properly re-installed at the conclusion of the tenant improvements.

☐ **BUILDING EQUIPMENT**

The loan to Contractor of building equipment is discouraged by property management.

☐ **BUILDING TIE-INS**

Any connections or "tie-ins" that are made to the building systems (plumbing, mechanical, electrical, fire alarm, sprinkler, etc.) must be coordinated with the Property Manager and Chief Engineer in advance.

The Contractor must provide advance written notice to Property Management and Chief Engineer 48 hours or two business days, whichever is greater, in advance for all "tie-in" work.

Building Tie-ins request can be sent via email to Willie Perryman at willie.perryman@fultoncountygga.gov

Authorization for building “tie-ins” that have the potential to impact building operations may have a longer lead time and will be discussed at the pre-construction meeting. Property Management will determine the best time of the day for all building tie-ins that have the potential to impact other building operations.

☐ **CARPET**

Prior to demolition, if carpet is to remain in suite, it is to be protected by a heavy plastic cover and cleaned daily at the end of each work; otherwise, it should be removed, stored and re-laid. Additionally, public area corridor carpet is to be protected by plastic runners or a series of walk-off mats from elevator to suite under reconstruction (including carpet in the elevators) and must be cleaned daily as well.

All construction areas that impede or are accessed through public areas will be cleaned daily to meet the standards of a Class “A” office building. If cleanup beyond vacuuming is required daily, the Property Manager will meet with the Contractor to address the matter. The cost of this additional cleaning will be an expense to the Contractor.

☐ **CONCRETE CUTTING and CORE DRILLING REQUIREMENTS**

Prior to any concrete cutting/drilling, a plan must be submitted to the Property Manager, Project Manager and/or Chief Engineer for review showing the proposed extent of slab removal. The plan may also include the following information when requested.

- ☐ Dimensions showing the length and the width of the slab removal.
- ☐ The slab removal shall not begin until the proposed slab removal plan is approved by the building’s structural engineer when designated by the Property or Project Manager.
- ☐ There shall not be any overcutting of the concrete slab during slab removal.
- ☐ All corners or intersecting saw cuts shall be core drilled.
- ☐ The contractor is responsible for repair work associated with all overcutting.
- ☐ The extent of the repair will be as required and approved by the Property or Project Manager.
- ☐ The Contractor shall, prior to any cutting, x-ray the existing concrete to familiarize himself with existing

conditions. All films are to be available for the structural engineer to review and all floor penetration locations are to be marked for review by the structural engineer prior to removal when required by the Property or Project Manager.

- ☐ The Property Manager must be notified at least seventy-two (72) hours prior to commencement of work.

The Property and/or Project Manager will discuss these requirements as well as provide copies of the required work permits at the pre-construction meeting. Property Management will determine

the best time of the day for all concrete cutting work that will have the potential to impact building operations.

☐ **CONCRETE DEMOLITION/POURING & SCHEDULING**

All structural work must be approved by the building's designated structural engineer, prior to starting structural work when required by the Property or Project Manager.

Jack hammering and/or hammer drilling must be approved Property Management prior to scheduling work. The Contractor must provide advance notice to Property Management 48 hours or two business days, whichever is greater, in advance for all concrete demolition/pouring work. Notice must be in written form and must be 48 hours or two business days whichever is greater in advance for all concrete work.

Contractor shall be responsible to repair any existing construction that may be damaged as the result of demolition and will be financially responsible for any additional operating expense incurred who may be affected by the damage.

Authorization for concrete demolition/pouring that has the potential to impact other building operations may have a longer lead time and will be discussed at the pre-construction meeting. Property Management will discuss these requirements as well as provide copies of the required work permits at the pre-construction meeting between the Contractor and Property Management. All approved designated times for this work will be determined by Property Management.

Final structural engineer approval is required prior to scheduling concrete pouring when required by the Property Manager. All concrete specifications are to meet existing base building design conditions.

☐ **CONDENSATION DRAIN LINES**

Condensation drain lines from A/C units must be labeled and piped to a wet stack and not to a sink.

☐ **CONSTRUCTION INSPECTIONS**

Contractor is to perform a thorough inspection of all common areas prior to construction to document any existing building deficiencies. Upon completion of work, contractor shall return these areas to match the original condition in which they were originally viewed. Any damages caused by the Contractor shall be corrected at the cost of the Contractor.

☐ **DATA SHEETS**

The Contractor must submit to Property Management and Chief Engineer a manufacturer's data sheet for any major electrical or mechanical equipment to be installed and tied into base building systems.

Copies of all Operations & Maintenance documents are to be submitted with the as-built plans to the Project Manager along with any associated Material Safety Data Sheets.

□ **DELIVERIES & ACCESS TO JOB SITE**

Contractor's personnel must not access any floors other than the ones where they are assigned to work. Any large deliveries, removal of materials, activities affecting the operations of the building, or access to electrical or telephone closets must be coordinated through the Property and/or Project Manager with minimum two-day advance notice.

Carrying tools and equipment on the passenger elevators and in lobbies will require special permission by the Property Manager. The Contractor will be provided access to the freight elevator to be used for deliveries. Extended use of freight elevators must be coordinated with the Property Manager.

Contractors must use the freight elevator for all deliveries and movement through the building. Construction workers are not allowed to enter or exit the building through the lobby except when required by or permitted by the Sheriff Department. The loading dock area entry must be used at all times. Since the ability to move material is dependent on the final destination floor of the material and the height dimension of the service doors and freight elevator, Property Management and Project Manager request that all contractors conduct a pre-delivery route inspection at the time of the pre-construction meeting.

All deliveries will be made through the loading dock unless otherwise approved by the Property Manager. All deliveries will either be made by a scheduled appointment through the Property Manager or Project Manager 48 hours or two business days, whichever is greater, in advance of the anticipated delivery date.

It is the Contractor's responsibility to verify what size vehicles can be accommodated in the loading dock. Any damage to the loading dock caused by negligence or the lack of proper due diligence by the tenant's Contractor will be the responsibility of the Contractor to repair. Parking in the loading dock is not allowed. Blocking the building's dumpster is prohibited.

Vehicles are prohibited from idling in the loading dock. The engines of all vehicles entering the loading dock must be turned off immediately following entrance (except when lift gates are in operation) and contractors must exit the dock immediately after turning on an engine.

□ **LOADING DOCK RULES AND REGULATIONS**

The loading dock area, which is accessed from Mitchell Street, serves the office portions of the building. Strict adherence to these Contractor Rules and

Regulations is required to ensure the most efficient management and cooperative use of the loading dock.

The loading dock operation will commence at 6:00 a.m. and will close down each evening at 5:00 p.m., Monday thru Friday, excluding observed holidays. The dock access is controlled by the Security Guard on duty.

No delivery through the Loading Dock will exceed the maximum allotted time of 30 minutes unless scheduled ahead of time. All large scale deliveries (i.e., furniture moves, electronics deliveries, large inventory deliveries) and all after-hours deliveries must be scheduled with the Property Management office. The advance notice requirement for construction material is at least 48 hours or 2 business days, whichever is greater, in advance for deliveries. Special deliveries of this nature that have not been pre-scheduled will be turned away.

Upon arrival to the dock, before any delivery commences, all delivery personnel must sign in with the Security Guard and produce valid identification. Additional information required will be name, company they are representing, time in, anticipated delivery time, and tenant in whose name delivery is being made.

Under no circumstances will the loading dock be used for storage of items to be picked up or for temporary storage. Contractor shall become familiar with the Building, with special attention to the size and capacity of the freight elevator and any other building system, building access, utilities, or any other element of the facility, which may present a limitation to the construction process proposed by Contractor.

☐ **INSURANCE**

Refer to the Contract Documents for additional information on Insurance requirements.

☐ **DUCT WORK**

The base building HVAC system shall contain a ducted supply and return air system to maintain occupant comfort. All HVAC work must conform to building design criteria and be approved by the Chief Engineer.

☐ **DUMPSTERS**

The Contractor is responsible for the removal and hauling of trash and construction debris. Trash dumpsters may be placed after 7:00 a.m. on Saturday and must be removed by 6:00 a.m. Monday morning, and weeknights after 6:00 p.m. and must be removed before 6:00 a.m. The location of the dumpster is to be determined by Property Management and Contractor must obtain Property Manager's approval before placing dumpster. The building compactor cannot be used for any construction trash. No trash shall be left anywhere in the building (including elevators and freight vestibules) at any time. Any damage caused by the placement, use, servicing or removal of dumpsters will be the responsibility of the Contractor and repairs to Property Management's satisfaction.

□ **DUSTY WORK**

Activities that create excessive dust (i.e., sheet rock cutting, sanding, etc.), or smoke (i.e., burning or welding), or noise (drilling, saw-cutting) must be coordinated with Property Management with 48 hours prior written notice and must be performed between the hours of 8:00 pm and 6:00 am. Notice must be in written form by way of the Work Permit and must be sent 48 hours or two business days, whichever is greater, in advance for all dusty work. All areas that are impacted by the dusty work including but not limited to telecom rooms, electrical room, mechanical rooms, stairwells, etc. will be the responsibility of the Contractor to clean on a regular basis.

Authorization for dusty work that may have the potential to impact other building operations may have a longer lead time and will be discussed at the pre-construction meeting.

In areas where there will be dust generated, it is the Contractor's responsibility to bag the smoke detectors in the area prior to commencing work and remove the bags at the end of the day.

Prior to starting work on any floor, Contractor shall replace existing HVAC filters with a set of pre-approved filters (specification to be supplied by Chief Engineer) that prevent dust from entering the HVAC ducting and replace with new filters at the conclusion of the project.

See also: Welding and Soldering

□ **EMERGENCY PROCEDURES**

All Contractor personnel are to be familiar with emergency procedures and are required to follow instructions of the Floor Fire Warden, including fire drills.

□ **EXISTING BUILDING EQUIPMENT AND FIXTURES**

The Contractor will be responsible for repairing any existing building equipment and fixtures damaged as a result of alteration work. This includes ceiling tiles, barrier paper system, light fixtures, carpet, elevators, walls, floors, doors, induction units, grilles, registers and any other fixtures not specifically mentioned. If alteration work requires the relocation of space temperature sensors, thermostats or other building equipment, such relocation will be solely at the Contractor's expense.

It is the Contractor's responsibility to provide Masonite to protect common area floor when bringing in materials and to remove it at the end of each workday.

It is the Contractor's responsibility to protect all core areas on the floors being worked: covering existing doors and walls, not accessing restrooms, and

protecting other completed finishes and equipment. The disassembly of door props and door closures are not authorized.

☐ **FIRE STOPPING MATERIALS**

OSHA-approved fire stopping materials are required for any wall, floor, or ceiling penetrations. Any breach of existing materials is required to be resealed by same products. Any penetration through Fire Rated partitions/floors must be pre-approved by the Property Manager and caulked using approved Fire Caulking

☐ **FLAMMABLES**

Contractor must file MSDS sheets for all chemicals used during construction with the Property Manager, prior to performing the work. In addition, flammable liquids should be stored in and dispensed from approved safety cans, flammable rags must be stored in airtight containers, and flammable liquid dispensers of the plunger type should be used for wiping cloths.

☐ **FOOD & DRINK**

All food and drinks are to be consumed only in designated contractor eating areas. No food or drinks are to be carried on passenger elevators, over carpet, or in employee break rooms, or finished office space.

☐ **HOURS**

Building

Property Management must be notified, in advance per the time frames included in the pertinent sections of this document, of any work that may disrupt normal business operations, (i.e., drilling or cutting of the concrete floor slab, use of nail guns, electric saws). Property Management reserves the right to determine what construction work is considered inappropriate for normal business hours and to issue a stop-work order upon receipt of complaint/concern by other occupants in the building.

Engineering

The Engineering staff's hours are from 7:30 a.m. until 5:00 p.m., Monday through Friday. All after-hours work must be coordinated through the Property Manager and/or Chief Engineer.

☐ **HOUSEKEEPING**

All trash must be removed from the windowsills, including but not limited to lunch, trade tools, and equipment. All lunch trash must be disposed of by the Contractor at the end of each work day. The Contractor must remove all trash by way of the freight elevator. All trash removal times will be coordinated with Property Management at the pre-construction meeting.

All clean up and trash removal from the building premises is the sole responsibility of the Contractor. The building dumpster will not be used for construction debris.

The Contractor shall be responsible for cleaning the interior of the windows and sills prior to substantial completion. All common areas used by the Contractor are to be cleaned and vacuumed at the end of each workday. Contractor shall keep its work area, including the loading area, in an orderly condition.

The premises must be secured and the doors to the work area, mechanical and electrical rooms, and stairwells must be closed and the lights turned off at the end of each day. Upon construction completion, the Contractor shall remove all debris and surplus material and thoroughly clean the area.

☐ **ISOLATION VALVES**

Equipment isolation valves shall be installed on all A/C units to facilitate maintenance and to allow the unit to be removed without interfering with the building operation as approved by the Chief Engineer. Contractor must include adequate provision for maintenance access at any isolation valves they may install.

☐ **KEYS AND ACCESS PASSES**

When necessary to perform the Work, Contractor may be issued a key/access pass to existing mechanical/electrical equipment spaces (and other spaces as required) by the Property Management or designed representative. These keys/passes shall be returned at the end of each work period for which they are issued, and reissued on succeeding days, if necessary.

The fee for lost keys is \$25.00 and for a lost access card is \$100.00. Said fee is due and payable within five days of billing.

☐ **LIFE SAFETY SYSTEMS**

Contractor, under no circumstances, will be allowed to disconnect, tamper with, delete, obstruct, relocate or add-on any life safety, fire detection, notification suppression unit or devices, except as indicated on the drawings approved by the Fire Department Authority having jurisdiction.

Any work involving the building's sprinkler or life safety systems must be arranged in advance through the Property Manager, Project Manager and/or Chief Engineer. The system must be back in operation at the end of the workday. Under no circumstances shall the sprinkler or fire alarm system be left inoperative overnight without a fire watch approved by AHJ.

All work that may, in any way, affect the main building fire alarm system and/or building operations must be noted on the Work Permit and communicated through the Property Manager. Management reserves the right to require additional security measures in the event of repeated false alarms.

Contractor must assist the Property Manager and/or Fulton County Safety Officer in preparing "System Impairment Notification" to Fulton County's Insurance Carrier prior to disabling any

Fire Alarm or Fire Suppression component in the building. Such notifications must be promptly removed when impairment situation is resolved.

Permits for "Hot Work" are to be obtained from Property Management. All "Hot Work" (cutting, welding, and soldering) is to be performed only after a Work Permit has been obtained for the particular area or job and the following is provided: (i) fire extinguishers, (ii) non- combustible covering, (iii) screening of arc welding operations, (iv) smoke detection system disconnected, and (v) posting of Permit in conspicuous location.

All fire protections systems, including sprinklers, must be fully operational at night unless previously arranged by Work Permit with Property Management.

One half hour before systems are reactivated, Contractor shall notify the Security Supervisor and Property Management.

Fire Alarm Voice Annunciation Speakers will not be removed, disconnected or relocated without permission of Property Management. Requests to do any work interfering with this system must be expressed to Property Management in writing by Contractor with 48 hours or two business days, whichever is greater. Contractor in turn must have written response from Property Management only, before any work is permitted.

Contractor shall arrange with Property Management for protection of all fire alarm devices. All sprinkler/fire system work including testing or inspection of the fire alarm system or the sprinkler system must be coordinated with Property Management upon 72 hours' written notice.

Contractor must not block fire exits or fire corridors or use these areas for storage.

☐ **NEW-HEATING, VENTILATION AND AIR CONDITIONING**

All new HVAC equipment installed must have a service disconnect located within sight of the unit when required by the Chief Engineer. Gauges and thermometers must be installed in both the supply and return airside and waterside of new equipment when required by the Chief Engineer. Copies of all required balancing reports must be submitted to Property Management and Chief Engineer.

☐ **NOISE/ODORS**

The floors above and below the area of contract work may be occupied. Contractor shall exercise reasonable restraint and control of work to minimize noise and spread of odors. Contractor shall execute the work in its Contract as quickly as practical to avoid unnecessary disturbances to occupants within the premises.

Contractor is only permitted to perform work that produces an odor (e.g., use of cleaners, stains, paints, adhesives) during normal business hours upon written notice to and prior approval by Property Manager so building air systems can be adjusted. Contractor must use chemicals (including paints, thinner, cleaning liquids) of low Volatile Organic Content (Low VOC) and must have readily available the MSDS related to the chemical used. Contractor will include

temporary ventilation and/or other safety measures as necessary to protect work crew, tenants, and the public.

☐ **NOISY WORK**

Property Management must be notified 48 hours in advance of any work that may disrupt normal business operations (e.g., drilling or cutting of the concrete floor slab, placing studs for party- wall drywall), as outlined in the project schedule.

Contractor shall identify in weekly progress meetings upcoming work which may be noisy. Property Management may be forced to stop excessive noisy work for the duration of the work day.

Any operation that cause noise such as drilling, saw cutting, hammering, etc will not be allowed during normal courthouse operating hours. Such operations will be allowed only on weekends or after 5PM on working days.

Should Property Management receive complaints from tenants in other building in the complex due to noisy operations, Contractor's on-site representative will meet with the Property Manager and work out an alternate schedule.

☐ **NON-CONSTRUCTION AREAS & NORMAL LIMITS OF OPERATIONS**

The Contractor is totally responsible to protect existing finishes, furniture, etc. for any work necessary in an occupied or unoccupied space. Damages in these spaces or in the common areas or elevators will be the sole responsibility of the Contractor. Repairs will be done to the reasonable satisfaction of Property Management. If those reasonable repairs are not made, Property Management will cause the repairs to be made and the cost of doing so will be charged to the Contractor.

Contractor's normal limit of operations shall be confined within the Limits of Work Area as designated on the approved drawings.

The Contractor will prohibit his unauthorized personnel and visitors from using other areas.

Property Management, its consultants, and other contractors performing work within these Limits of Work Areas shall be allowed regular access through security as necessary for construction to proceed at pre-scheduled time (except as may be restricted by Property Management as noted above).

When it becomes necessary for Contractor to work in areas other than the work area, at least 24 hours' written notice shall be given to Property Management.

It is the Contractor's responsibility to ensure that all work shall be done in accordance with

O.S.H.A. regulations, all applicable city, state and federal building codes.

☐ **OTHER CONTRACTORS**

Contractor is hereby notified there may be other contractors working in the Building. Some of these contractors may be affiliated with labor unions and some will not. It is Contractor's responsibility to maintain a harmonious relationship between his employees, his subcontractors, and subcontractor's employees in the entire building.

Contractor will be notified in writing if his employees in any way impede the work of any contract within the building within 24 hours. If the situation is not corrected immediately, Contractor's employees will be removed from the premises.

☐ **OUTAGES**

Any outages affecting areas outside of the Limits of Work Areas shall be noted no later than the pre-construction meeting. Any requests by the Property Manager or Chief Engineer for additional information, communication or meetings will be honored by Contractor.

Utility (electric, water, gas or oil) and service outages shall be kept to a minimum and will be permitted only with a Work Permit issued. All requests for outages shall be made in writing 72 hours in advance of their need. There will need to be an exception for emergency situations.

Requests for outages will not be considered unless they include the identification of all areas that will be affected by the proposed outage.

☐ **OWNER'S REPRESENTATIVES AND MANAGEMENT**

Contractor shall abide by the directions of the Property Manager and/or the Chief Engineer in matters affecting the operation, safety and security of the premises, its employees, and its visitors.

Contractor shall abide by all directions in matters affecting HVAC systems, fire safety, and fire prevention measures.

All oral instructions given to Contractor's Superintendent by Property Manager and Chief Engineer shall be implemented by Contractor's Superintendent within a reasonable time.

All personnel employed by Contractor, including subcontractors and their employees, shall be instructed by Contractor to abide by all published regulations, and all directives of Property Management.

☐ **PARKING**

There is no parking allowed in the loading dock area or other designated parking areas by contractors unless authorized by Property Management. Any unauthorized vehicles blocking the loading dock or other designated parking areas will be towed. Property Management will arrange parking guidelines at the pre-construction meeting.

☐ **PERSONNEL ID AND DAILY SIGN IN/SIGN OUT**

Contractor ID Badges

All contractors shall wear I.D. badges or uniforms showing company name.

The identification badges shall be conspicuously fixed to outer garments above elbow level and issued by Property Management for the duration of the project, upon completion of work, the badge will be returned.

Any of Contractor's personnel or subcontractor's personnel who do not comply with this requirement at all times will be denied access to the Building or will be escorted off the premises, failure to comply with this requirement will be reported to the Contractor's on-site representative and Project Manager

Badges are to be returned to Contractor's Superintendent at the end of that person's need for a badge. Contractor shall notify Security Supervisor should anyone no longer be authorized to work on site and who has not returned their badge and shall keep a list of unauthorized badge numbers on hand at the check-in point for the job site.

Sign In and Out

The Contractor will submit a log of personnel working in the Building by 10:00 a.m. each day to the Security Supervisor.

Personnel List

Contractor will provide Security Supervisor and Property Management with a complete list of all Contractor and subcontractor personnel authorized to access the job site. The list shall contain full name, company, phone number, and floors authorized for access. The list must be kept updated, as only listed personnel will be allowed access to the job site. All changes must be made in writing to the Security Supervisor 8 hours prior to new personnel accessing the site.

☐ **PERMITS**

City Permits

All permits pertaining to the job must be posted in a conspicuous place in the construction office. A copy of the permit must also be submitted to Property Management prior to any work being performed.

☐ **PHONES**

Contractor needs to provide their own construction phones. The building has no phones, pay or otherwise, available to the Contractor.

☐ **PIPING**

All piping in proper sizes, including sinks, kitchen units, water closets, water heater and condensation piping should be copper (use of plastic pipe in plenum ceilings is strictly prohibited).

☐ **POSTING OF RULES ®ULATIONS**

A copy of these Rules and Regulations acknowledged and accepted by the Contractor shall be posted on the job site for all parties to observe. Contractor is responsible for instructing all of his personnel, subcontractors and suppliers to comply with these regulations.

☐ **PROBLEMS, DISRUPTIONS, ALTERATIONS**

All problems, disruptions, and emergency alterations must be reported to the Property Manager/Chief Engineer at 410-547-3500.

☐ **SAFETY, GENERAL GUIDELINES**

Adequate measures should be taken to protect building employees, visitors and occupants from construction activities and hazards, such as: blocking off area, proper handling of materials, storage of same removal of building debris and general good housekeeping practices.

☐ **SECURITY**

Contractor personnel are required to be on-site for off-hour material deliveries.

Upon request by Building Security, contractors may be required to submit to an inspection of bags, boxes, and other items leaving the building.

☐ **SERVICING OF MECHANICAL EQUIPMENT**

No walls or ceilings shall be installed that inhibit the access to a variable air volume terminal unit. The unit shall be relocated or an additional unit installed on the opposite side of the wall. In addition, no walls shall be constructed across a ceiling light fixture, which would inhibit changing of lamps or servicing the light fixtures when necessary. At the conclusion of the project, it is the Contractor's responsibility to ensure that access to all building equipment is available. If access panels will be required to access building equipment, then it is the responsibility of the Contractor to install such access panels.

☐ **SIGNAGE**

Contractor or subcontractor signage may not be displayed in the building common areas or on any of the window glass.

☐ **SMOKING**

This is a Non-Smoking building. Please be aware that the penalty for not abiding by this regulation is dismissal from the site. Please notify your subcontractors, suppliers, and any other persons expected to use the site of this Fulton County policy. (Refer FC Policy Number 300-4 attached)

Smoking will be allowed in the areas outside of the 25 feet radius requirement of the building entrances, outdoor air intakes and any building penetrations that may provide outside air to the building.

☐ **STAIRWELLS**

Contractor shall coordinate all work in stairwells with Property Manager with special attention to fire issues. Safe egress must be maintained at all times for workers and tenants.

☐ **SUPERVISOR/GENERAL CONTRACTOR**

The Contractor shall furnish a Construction Superintendent for 100% of the job.

All questions are to be directed to the Property Manager and/or Chief Engineer via the Contractor's Construction Superintendent.

The Contractor will be responsible for general protection of the Building in the areas he or his subcontractors use or travel through and for securing the construction area daily.

☐ **TELEPHONE/ELECTRIC CLOSETS**

Common area telephone/electric closets are the property of the building. No telephone/electrical material will be allowed to be stored in these closets.

No device shall be attached to existing telephone/electrical equipment or installed within the telephone/electric closets without written permission from the Property Manager.

Electrical receptacles within the confines of the telephone/electric closet are strictly for telephone equipment and building operations use. Nothing shall be plugged into or unplugged from those receptacles by Contractor.

☐ **TURNOVER**

At the completion of construction and in addition to other Contract requirements, the Contractor shall deliver to Property Management for internal distribution four (4) copies of the following:

- ☐ Photocopies of all warranties

- ☐ All operating manuals and final specifications
- ☐ EMS (Data link for zones) shall be complete

- ☐ Labeling (annunciator, panels, etc.) shall be complete
- ☐ Complete set of as-built plans including hard and soft copies. Soft copies should be in AutoCad format and PDF format.
- ☐ Letter of Compliance relating to fire sprinkler heads.
- ☐ Copy of all approved submittals, including finish/color selection chart.
- ☐ Attic Stock Materials that are extra (flooring, paint, lights etc) and / or as required in the contract

☐ **UNUSED MATERIALS**

Any and all existing materials removed and not reused in the construction, except as directed by the Property Manager, shall be disposed of by the Contractor as waste or unwanted materials.

Contractor shall keep areas outside its demised premises free at all times from waste material, rubbish and debris, and shall remove all material on a daily basis.

☐ **UTILITY CONSUMPTION**

Omitted.

☐ **UTILITY LINES**

Before any drilling, core boring or other structural work is performed; the Contractors will verify the locations of the building's utility lines so as not to damage them. Contractors are required to take all possible precautions to protect utility lines.

☐ **VALVES**

Any domestic, high temperature, chill or condenser water connections made to the building's piping system must have good quality isolation, brass body gate-type valves and adequate system drain valves installed as approved by the Chief Engineer. All valves must be easily accessible and not concealed in a finished ceiling. All valves must be identified through appropriate signages.

☐ **WALK-OFF MATS**

Temporary walk-off mats are to be provided by the Contractor on the public corridor side of entrance doors during construction.

☐ **WATER AND ELECTRICITY**

Water will be furnished to the Contractor without cost, in reasonable quantities for use in construction (exclusive of drinking water).

Electricity shall be supplied to the Contractor through electrical service located and approved by the Chief Engineer. The Contractor shall make all connections, furnish any necessary extensions, and remove same upon completion of work.

☐ **WELDING AND SOLDERING**

The Property Manager and Chief Engineer must be contacted 48 hours prior to use of any welding torches, burning rigs or other heat producing items so that the fire alarm systems can be disabled.

The Contractor must provide advance notice 48 hours or two business days, whichever is greater, in written form by way of a Work Permit for all welding and soldering work. Authorization for welding or soldering work that may have the potential to impact other building operations may have a longer lead time and will be discussed at the pre-construction meeting.

Property Management will discuss these requirements and provide standard form Work Permits at the pre-construction meeting. All approved designated times for this work will be determined by Property Management.

Neither open-flame burning, nor welding, nor arc welding will be permitted without the Contractor having secured an appropriate Work Permit from Property Management. The Property Manager and/or Chief Engineer have the right to stop any work at any time if he or she determines that unsafe conditions may exist. Contractor shall correct all such unsafe conditions as directed and obtain the approval by Property Management of such corrections prior to commencing further work.

Contractor shall keep a portable hand fire extinguisher of the appropriate class within reach at ALL times during welding or burning. Contractor shall also keep all required exit corridors, and the like, clear and unobstructed at all times when working in such areas. All flammable materials shall be removed to a location not closer than 35 feet from all burning and welding operations. All workmen shall be instructed as to the location of the nearest fire alarm device. All fixed flammable items shall be completely covered with fireproof blankets. Arc welding shall be screened from vision of all passers-by.

Contractor shall be required to maintain a "Fire Watch" security effort during, and for a minimum of 30 minutes at, the completion of each welding operation.

☐ **WINDOWS**

During construction, contractor is to make every effort to protect window treatments, and not store tools or materials on the window ledges.

☐ **WORK SCHEDULES**

Property Management will be notified of all work schedules for all workmen on the job and will be advised, in writing, of the names of personnel who may be working in the building before or after standard building operating hours.

☐ **WORKER CONDUCT**

Contractors and subcontractors personnel shall be respectful of occupants, visitors, and building staff and shall not permit its employees to use foul language (FC Policy 100-30 against verbal harassment attached), smoke, exhibit rude behavior, commit vandalism, use alcohol, illegal drugs or exhibit improper appearance. It will be the responsibility of the Contractor to enforce this regulation on a day-to-day basis. Individuals violating this rule will be removed from the building and will not be allowed to return.

Lounging in the elevator or main lobbies or building areas is forbidden.

Contractor Personnel

- ☐ Must obey all safety procedures and participate in all drills or other life safety exercises.
- ☐ Must wear shirts and shoes at all times.
- ☐ Clothing must not display obscene language or graphics.
- ☐ Must not access any floor other than the one where they are assigned to work.
- ☐ Must not use abusive and offensive language.
- ☐ Must not discharge bodily fluids (e.g., spitting or urinating) except in proper facilities
- ☐ Shall use only the restrooms designated for Contractor use.
- ☐ Must not litter or abuse the designated restrooms.
- ☐ Must only eat or drink in assigned areas.

Playing or radios or musical instruments is not permitted in the Building. Use of earphones for playing of radios or other musical listening devices is also prohibited for safety reasons.

Work on occupied floors shall be conducted in such a manner as to cause as little disruption to occupants and building operations as possible.

☐ **AMENDMENT**

Property Management has the sole right to amend these Contractor Rules and Regulations as the situation warrants at any time. Any questions regarding these rules and regulations must be brought to the Property Manager's attention immediately.

FULTON COUNTY CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

1.0 INTRODUCTION

Every Contractor performing construction related services shall follow the procedures outlined in this document.

2.0 REFERENCES

- 2.1 Occupational Safety and Health Regulations (OSHA) 29CFR1910 and 29CFR1926
- 2.2 Environmental Protection Agency Regulations (EPA) 40CFR
- 2.3 Fulton County Safety and Health and Requirements
- 2.4 Georgia Department of Transportation Regulations and Requirements
- 2.5 US Department of Transportation Requirements
- 2.6 Manual of Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1)
- 2.7 Georgia Department of Natural Resources Environmental Protection Division Regulations

Safety rules and regulations will be followed using federal, state or local regulations in force. Should a Contractor's rule be in use which is more effective, the most stringent rule or regulation will be enforced by the Contractor, Sub-Contractors and Fulton County designated Safety Representative(s).

3.0 RESPONSIBILITY

The Contractor receiving the bid has the ultimate responsibility for the safety and health of all Sub-Contractors, all employees on the project, and the general public and complying with all governmental regulations and requirements (OSHA, EPA, DOT, state, local).

The Contractor is responsible for:

- 4.0 Implementing a safety, health and loss prevention process and program that meets or exceeds all the requirements in the Contract Documents and the safety, health and loss prevention guidelines referenced in the Contract Documents;
- 5.0 Reporting all accidents, incidents and near misses as required in the safety guidelines;
- 6.0 Coordinating the investigation of major accidents and incidents with the Project Manager;
- 7.0 Designating an employee on the site to be responsible for the Contractor's safety program; and
- 8.0 Implementing corrective action plans to address safety, health and loss prevention findings identified on the work site.

Nothing contained herein shall relieve the Contractor or any Sub-Contractor of such responsibility or liability.

9.0 PROCEDURE

- 9.1 The Contractor and each Sub-Contractor must implement a written safety and health prevention process and program following the guidelines contained in this document and in any other relevant portion of the Contract Documents. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.
- 9.2 The Contractor and each Sub-Contractor must implement a drug and alcohol policy following the guidelines contained in this document and in the bid specific actions. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.
- 9.3 The Contractor must designate a person responsible for site safety. Each Sub-Contractor must designate a person responsible for site safety.
- 9.4 Not Used.
- 9.5 Contractor is responsible for providing all necessary safety supplies and personal protective equipment required to protect its employees, Sub- Contractors, and the 'general public.
- 9.6 Contractor shall make available certified First-aid services, First-aid supplies, and provisions for medical care for all employees at the construction site prior to beginning work on site.
- 9.7 Contractor shall maintain a competent person at the construction site at all times with an OSHA 10-hour certification, Said person shall have the knowledge to recognize hazards or potential hazards and has the authority to correct such hazards.
- 9.8 The status of project safety shall be included in the Contractor's agenda, which is required in Progress Meetings.

10.0 DRUG AND ALCOHOL POLICY

The Contractor and each Sub-Contractor must implement a drug and alcohol policy in order to maintain a safe and efficient work environment. This policy must include the following elements.

- 11.0 Written policy that prohibits the use, transportation, sale and possession of these materials
- 12.0 Disciplinary action plan for violations
- 13.0 Any treatment or reinstatement reemployment options

14.0 Drug and alcohol testing schedule that includes pre-employment, periodic for safety sensitive or critical jobs, and for cause

Note: AGC, ABC and/or Fulton County programs may be used as guided documents.

15.0 OTHER CONTROLLED ITEMS

The Contractor and each Sub-Contractor is required to include in the Project Safety Program a prohibition against the use, possession, concealment, transportation, promotion or sale of the following controlled items

- 16.0 Firearms, weapons, and ammunition.
- 17.0 Switchblades
- 18.0 Unauthorized explosives including fireworks
- 19.0 Stolen property or contraband
- 20.0 Controlled chemicals or chemicals recognized as being able to be used for improper purposes

21.0 EMERGENCY PROCEDURES/GUIDELINES

21.1 The Contractor is required to establish site specific emergency procedures in the Project Safety Program to manage emergencies that may occur at any time in the following categories:

- 22.0 Fire
- 23.0 Employee injury
- 24.0 Pedestrian injury due to work activity of anykind
- 25.0 Property damage and damage to various utilities (i.e., electrical, gas, sewerage, water, telephone or public roadways)
- 26.0 Public demonstrations
- 27.0 Bomb threats
- 28.0 Flood, Wind, Lightening, Hail
- 29.0 Terrorists Threats
- 30.0 Work place violence

30.1 These Emergency Procedures will be made part of the Contractor's Project Safety Program submittal and shall include but not be limited to the following elements:

1. A list of emergency phone numbers posted at the job site, along with information to be transmitted in such emergencies.
2. An incident command structure defining duties and responsibilities
3. A system to train supervisors and employees on this emergency plan
4. Procedures on how to handle emergencies including access to the site by emergency responders, accounting for workers, and securing the area.

5. Procedures for media releases. These releases must be coordinated through the Fulton County Information and Public Affairs Office in coordination with the County's designated Representative.
6. A plan that addresses serious incidents that includes notification to Fulton County, Fulton County's designated Representative immediately after the incident.

7. A review and updating frequency that includes forwarding a copy to Fulton County and the County's designated Representative.

31.0 **ACCIDENT AND INCIDENT INVESTIGATION AND REPORTING**

- 31.1 The Contractor is responsible for reporting all accidents and incidents on the project site to the County's designated Representative within (1) business day. Accidents or incidents resulting in a fatality, property loss in excess of \$5,000, or involvement with the general public must be reported immediately to Fulton County's designated Representative and the investigation of the accident or incident coordinated with Fulton County Safety staff.
 - 31.2 The Contractor will maintain a log of all injuries that occur on the job site. This log will be current and available for review.
 - 31.3 For any incidents such as fires, explosions, fatalities, etc., the Contractor must notify Fulton County's designated Representative immediately and must coordinate any releases to the news media through the County's designated Representative and the County's Information and Public Affairs Office.
 - 31.4 If a work-related injury should occur on this project, Contractor shall perform a thorough investigation of the incident and document the information.
 - 31.5 A written accident investigation report containing the following information a minimum must be forwarded to the Fulton County's designated Representative within 24 hours of incident.
- 32.0 Company Name
 - 33.0 Location
 - 34.0 Date and Time of incident
 - 35.0 Description of incident
 - 36.0 Names of all parties involved and all witnesses
 - 37.0 Corrective action(s) taken to prevent recurrence
 - 38.0 If the incident involves injury or illness, the following information must be provided:
 - 38.1 A medical description of the injury or illness
 - 38.2 OSHA recordability status i.e. first aid, medical treatment, lost time, days of restricted work.
 - 38.3 If the public is involved, information about treatment and treatment location.
 - 39.0 Any pictures, site drawings, etc. if they assist in describing the incident.

If the investigation cannot be completed in 24 hours, a preliminary report marked as such shall be forwarded and the report completed and forwarded as soon as possible.

40.0 JOB SAFETY ANALYSIS

- 40.1 The Contractor and each Sub-Contractor must implement a procedure to conduct a written job safety analysis or job hazard analysis for all project work tasks prior to beginning each task. Reference Appendix A.
- 40.2 The job safety analysis should follow National Safety Council, AGC, or other recognized guidelines and address all safety and health hazards for the work, identify personal protective and other safety equipment required, identify potential hazards to the general public if applicable, and identify any safety equipment, training, or controls that must be implemented prior to starting the work.
- 40.3 The Contractor must maintain a file for all job safety analysis forms, which is Accessible for review.

41.0 SAFETY AND HEALTH COMPLIANCE AUDITING

41.1 Self-Auditing Requirements

- 41.1.1 The Contractor and each Sub-Contractor must implement a procedure to assure that written safety and health audits or inspections are conducted at least biweekly (every 2 weeks). Safety checklists used by Fulton County's designated Representative may be used. The Contractor may use this checklist or an equivalent approved by Fulton County's designated Representative.
- 41.1.2 Each written safety audit must be filed on the site and a copy forwarded to Fulton County designated Representative.

41.2 NOT USED

41.3 INSPECTIONS BY REGULATORY AGENCIES

- 41.3.1 The Contractor must notify the Fulton County designated Representative whenever a 051-IA compliance officer, health inspector, or EPA or Georgia Environmental Protection Division Representative arrives at the project site to conduct an inspection.
- 41.3.2 The Contractor is required to forward a copy of all regulatory citations, notice of violations, or similar for this project to Fulton County's designated Representative.

41.3.3 These records will be reviewed with Fulton County designated Representative and included in the Construction Project files.

41.4 SAFETY INSPECTION AND AUDIT FOLLOW UP

- 41.4.1 Every safety audit or regulatory inspection conducted per the requirements above may be reviewed by the Fulton County designated Representative. This review may identify serious and repeat safety items, look at trends, identify risks and potential losses, and site safety and loss prevention activities.
- 41.4.2 After this review the findings may identify areas needing improvement.
- 41.4.3 A copy of the audit and any areas identified, as needing improvement will be forwarded to the Contractor's senior management.
- 41.4.4 For findings that indicate major loss potential or serious concerns about site safety, the areas identified as needing improvement and the overall performance may be reviewed by Fulton County's designated Representative A written action plan to address the Contractor's performance issues may be developed.
- 41.4.5 Fulton County or designated Representative may meet the Contractor's senior management to discuss the findings, contract requirements, and their plans to address the findings.
- 41.4.6 The number and frequency of safety audits and site visits may be increased until improvements are noted.

42.0 SAFETY MEETINGS

- 42.1 The Contractor will conduct weekly safety meetings with all Contractor and Sub-Contractor employees on the site.
- 42.2 The Contractor will keep safety-meeting records that include meeting topic(s), outline of items discussed, and attendance and sign in sheet. At this meeting any accidents or audit findings and corrective actions from the previous week will be discussed.
- 42.3 The Contractor will maintain a job site file that contains copies of the safety meeting records.

43.0 TRAINING, INSPECTION AND CERTIFICATION

- 43.1 Employee Training
 - 43.1.1 The Contractor must be able to show when requested the required safety training for all Contractor and

Subcontractor employees and competent persons
working on the site including any required craft training,

- 43.1.2 The Contractor must be able to show when requested that all employees operating mobile equipment or cranes have met or exceeded training and licensing requirements.
- 43.1.3 The Contractor must be able to show when requested that all scaffolds are erected under the direction of a competent scaffold builder, that all users are properly trained, and that the scaffold is inspected daily.
- 43.1.4 The Contractor shall ensure that each employee is properly trained in the recognition and avoidance of unsafe conditions and the regulations applicable to his or her work environment to control or eliminate any hazards or other exposure to illness or injury.
- 43.1.5 If Contractor or Sub-Contractor employs anyone who cannot effectively communicate using the English language, a translator must be maintained on site who can relay instructions, questions, or concerns in a manner that the non-English and English-speaking employees will understand. The identification of this translator shall be provided to Fulton County's designated Representative.
- 43.1.6 Contractor shall orient all supervision and employees concerning safety requirements before working on the project

43.2 Equipment Certification and Inspection

- 43.2.1 The Contractor must be able to document that all cranes and mobile equipment used on the job site have current inspections and certifications.
- 43.2.2 The Contractor must assure that required daily and weekly equipment inspections are performed and documented in writing per governmental regulations and the requirements of this policy.
- 43.2.3 The Contractor must maintain a job site file for these required inspections and certifications.
- 43.2.4 Equipment identified as having safety problems or not meeting standards or codes shall be tagged as defective and shall not be used until those identified items have been corrected.
- 43.2.5 Contractor shall maintain, and have available for viewing, safety inspection reports for ladder, electrical cords, scaffolds, and trenches/excavations.

44.0 SAFETY AND HEALTH PROGRAM ELEMENTS

Note: Based on the project work activities and scope of work, some program elements may be not applicable to the project work and therefore do not have to be implemented. Elements marked with an asterisk are applicable to all Projects.

44.1 Return to WorkPolicy*

The Contractor and each Sub-Contractor will be required to establish a transitional work program for employees injured at work, which provides modified duty within the employee's physical limitations.

44.2 Fire Prevention Program*

The Contractor and each Sub-Contractor will be required to submit a temporary fire protection plan to be in effect for the duration of the contract. This plan must be submitted as part of the Contractor's Safety Program submittal, it must include provisions for fire protection systems and equipment, as identified in OSHA Safety and Health for Construction 1926, Sub-Part F, Fire Protection and Prevention.

44.3 Hazard Communication (HAZCOM)*

The Contractor and each Sub-Contractor shall have a written HAZCOM Program. The program shall meet OSHA 1926 Requirements and provide for training so that all employees will be able to:

8. Understand the program and identify hazardous chemicals with which they work.
9. Understand product-warning labels.
10. Have MSDSs for all potentially hazardous materials brought onto, used on, or stored at the job site.
11. Know the physical location of the Material Safety Data Sheets (MSDS).

44.4 Personal Protective Equipment (PPE)*

All Contractor and Sub-Contractor employees and other site visitors will be required to wear the PPE necessary to accomplish the work in a safe manner, PPE required will vary from job to job and must be based on a written hazard assessment. A list of PPE that is required is identified below:

12. Hard Hats shall be worn at all times on all projects
13. Hearing Protection for operations that create noise in excess of 65 dBA is required.
14. Contractor shall provide eye or face protection equipment when machines or operations present potential eye or face injury from physical, chemical, or radiation agents. Work boots or work shoes made of leather shall be required. No open toed shoes or canvas shoes are allowed
15. Shirts with sleeves at least 4 inches long are required. Tank tops and mesh shirt are not allowed.

16. Full Body Safety Harnesses with shock absorbing lanyards for fall protection are required.
17. Full body and chemical splash protection is required when handling hazardous chemicals.
18. Respirators are required when employees may be exposed to dust and/or chemicals in excess of the OSHA permissible exposure limits.
Long pants are required.

*

44.5 Confined Space Entry

If the project work involves permit required confined spaces, a permit required confined space entry program that meets 051-iA requirements must be established. This program must include but is not limited to the following elements.

- 19. Confined Space Identification
- 20. Environmental Testing
- 21. Rescue
- 22. Communication with employees in the confined space
- 23. Employee Training
- 24. Permit System for entry

44.6 Excavations

If the Contractor or Sub-Contractor must make a cut, cavity, trench or depression in an earth surface formed by earth removal, the work must comply with the OSHA Regulations on trenching and excavations. A competent person must be assigned for each excavation. Requirements include but are not limited to:

- 25. Employee Training
- 26. Daily inspections
- 27. Soil testing
- 28. Protective or support systems.

44.7 Electrical Tools, Equipment, and Systems*

- * The Contractor and each Sub-Contractor must implement Assured Grounding Program or use Ground Fault Circuit Interrupter (GFCI) devices on all electrical tools and extension cords.
- 29. All electrical work must be performed in accordance with the National Electrical Code (NEC) and OSHA,
- 30. All electrical tools and extension cords must be in good repair and the Contractor must establish a written inspection program for all electrical tools. The frequency of inspection shall be at least monthly.

44.8 Lockout/Tagout Procedure

The Contractor and each Sub-Contractor will be required to implement a written Lockout/Tag procedure that meets OSHA requirements if their work requires energy isolation, Program elements include but are not limited to the following:

- 31. Energy isolation lists for each piece of equipment
- 32. Employee training

- 33. Individually keyed locks and danger tags
- 34. Written Procedure that assigns responsibilities

44.9 Fall Protection*

Contractor shall provide an approved fall protection system for all employees working at an elevation of 6 feet or higher on this project, including scaffolding work and steel erection. Employees will be

responsible for utilizing the fall protection 100% of the time. Sub- Contractor will be responsible for ascertaining their employees' compliance with this requirement. The plan must address the following items:

- 35. Only full body harnesses with shock absorbing lanyards and double locking hooks shall be use.
- 36. Falls should be limited to less than. 6 feet such than employee can neither fall more than 6 feet nor contact any lower level.
- 37. Fall protection systems must be planned into the job and must be designed to handle loads and forces expected. The project goal is 100% fall protection.
- 38. Employee training and enforcement of these requirements are mandatory to assure an effective program.

44.10 Scaffolding

All scaffolds and work platforms shall be constructed to meet the requirements of OSHA 1926.451 and ANSI A10.8. Some program elements include but are not limited to:

- 39. User training for all employees who may use scaffolds;
- 40. Scaffolding is to be designed and erected by competent person(s) following manufacturer's guidelines. Employees must use fall protection when erecting scaffolding;
- 41. Daily inspection by competent person. Must implement daily tag system to document inspection;
- 42. Must have engineering approval for scaffolds above 100 feet in height;
- 43. Must be able to document competent person credentials; and
- 44. Scaffolds must have proper egress (ladder/stairs) and should have guardrails, complete deck, toe boards and netting if anything can fall on people below. If guardrails or decking is not complete, fall protection must be used.

44.11 Cranes and Other Lifting Devices

- 45. Trained and experienced operators shall operate Cranes in accordance with the applicable OSHA and ANSI/ASME.
- 46. The Contractor is responsible for ensuring that the crane is properly sized for the job and that all required inspections and maintenance required by 051-IA and ANSI/ASME standards have been conducted.
- 47. All cranes should have anti-two block devices installed and operational. Cranes lifting employees in personnel baskets must have an anti-two block device to stops the crane if this condition occurs (positive acting).

48. Tag lines are required to secure materials while being moved or handled by cranes.
49. All cranes working in the vicinity of overhead power lines shall be grounded and be equipped with proximity guards.
50. A lift plan must be submitted for all lifts that exceed 20,000 pounds or 75% of the crane's lift capacity. This plan must be reviewed and approved by the Contractor.

51. Slings, hooks, and other lifting devices must be inspected on regular basis and stored properly.

44.12 Use of Personnel Baskets

- ☐ Personnel baskets should only be used as the last practical means after documenting that all other means are unacceptable.
- ☐ The personnel basket must be manufactured, tested, and used in accordance with OSHA 1926.550. The crane lifting the basket must also meet OSHA requirements.

44.13 Personal Lifts with Articulating Booms (Jig) and Scissors Lifts

- ☐ Operators must be trained in the safe operation of the lift including daily inspection procedures prior to use.
- ☐ Operators of JLG lifts must wear a full body harness with shock absorbing lanyard and be tied off while the lift is operation. Operators in a scissors lift must use fall protection anytime the guardrail system removed or altered.

44.14 *Ladders**

- ☐ Ladders are acceptable means of access when used in compliance with OSHA 1926.1053.
- ☐ Ladders must be in good repair, have safety feet and be inspected.
- ☐ Extension ladders must be either held by an employee on the ground or tied off at the top.
- ☐ Homemade ladders not meeting OSHA requirements should not be used.
- ☐ Non-conducting ladders are required for electrical work.
- ☐ Fall protection is encouraged for employees working on ladders especially if they will be leaning and turning in their work activities.

44.15 Tools and Equipment

All tools and equipment used on the project must be in a safe operating condition, with all guards in place, and must meet or exceed all governmental regulations (OSHA, EPA, DOT, etc.). Tools and equipment must be maintained, inspected, tested, and used in accordance with OSHA regulations.

44.16 Compressed Gas Cylinders*

- ☐ Compressed gas cylinders must be used, stored, and transported in accordance with OSHA requirements, DOT requirements, and Compressed Gas Association standards.
- ☐ Fuel and oxygen cylinders must be stored separately or separated in accordance with the appropriate code.
- ☐ Compressed gas cylinders are not allowed inside confined spaces.

44.17 Welding, Burning, and Cutting*

- ☐ The Contractor's program must meet or exceed OSHA and NFPA requirements.
- ☐ All flammables must be removed from work area and a fire watch posted in area until 30 minutes after the job is completed.

- ☐ At a minimum a 10 LB ABC rated fire extinguisher must be available in the immediate work area.
- ☐ Regulators must be in good working order and must have anti-flash back and check valves.
- ☐ Welding shields and burning goggles must be used.

44.18 Sanitation and Housekeeping*

- ☐ The project site shall have an adequate number of portable toilets and hand washing facilities.
- ☐ The project site must establish a housekeeping plan that includes daily site clean-up and trash and debris removal.

44.19 Hearing Conservation*

The Contractor and each Sub-Contractor who has employees exposed to noise levels exceeding 85 dBA must establish a hearing conservation program that meets or exceeds OSHA requirements. Minimum program elements include audiometric testing, noise monitoring, use of hearing protectors, and employee training.

44.20 Respiratory Protection

The Contractor and each Sub-Contractor who has employees who wear respiratory protection must implement a respiratory protection program that meets or exceeds OSHA requirements. Minimum program elements include risk based respirator selection, medical surveillance, employee training, respirator fit testing, and written operating procedures.

45.0 **SPECIALIZED SAFETY PROGRAM ELEMENTS**

If required by the project scope of work and specific work site or activities, specialized programs listed below shall be included in the Contractor's Safety Program submittal. The Contractor is required to implement the required programs and assure that they meet or exceed all contractual, regulatory and Fulton County's requirements applicable. Details for specific program elements may be included in the contract documents,

- 45.1 Asbestos Removal
- 45.2 Lead Based Paint Removal
- 45.3 Exposure Assessment and Employee Monitoring (Industrial Hygiene)
- 45.4 Hazardous Waste Operations and Training
- 45.5 Overhead Power Lines
- 45.6 Locating underground utilities
- 45.7 Dust Control

- 45.8 Guarding for floor holes and roof openings
- 45.9 Heavy Equipment, Truck and Earth Moving Equipment requirements
- 45.10 Environmental Requirements

46.0 **ROAD AND TRANSPORTATION SAFETY REQUIREMENTS**

The Contractor shall implement the following into its safety program whether required by the contract or any other authority having jurisdiction if required to perform the work and maintain vehicular and pedestrian traffic safety:

- 46.1 Barricades and Cones
- 46.2 Traffic and Warning Signs
- 46.3 Traffic control devices
- 46.4 Equipment and materials storage
- 46.5 Reflective Clothing and other personal protective equipment
- 46.6 Excavation and road hole protection
- 46.7 Erosionprotection
- 46.8 Trained flaggers

47.0 ADDITIONAL REQUIREMENTS TO PROTECT THE GENERAL PUBLIC

Based on the Contractor's scope of work and specific work activities or location the Contractor may be required to implement the following into its safety program to protect the general public:

- 47.1 Fencing and other measures for site security
- 47.2 Warning, direction and no trespassing signs
- 47.3 Alternate public walkways
- 47.4 Protection of the public from overhead and other construction hazards
- 47.5 Site Traffic Control
- 47.6 Barricading off hazardous areas and open pits and holes

EXHIBIT C

ADDENDA



Date: March 22, 2024

Project Number: 24RFP120423K-JAJK-JAJ

Project Title: D/B Services for Developmental Disability Programming Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1:

- The deadline for submitting questions electronically is April 10, 2024 at 3:00 PM.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 2.4 Clarifications and Addenda of the Instructions to Proposers of the RFP.

This is to acknowledge receipt of Addendum No. 1, 22 day of April, 2024.

Hogan Construction Group, LLC

Legal Name of Bidder/Proposer

Signature of Authorized Representative

President

Title



Date: April 3, 2024

Project Number: **23RFP120423K-JAJ**

**Project Title: D/B Services for Developmental Disability Programming Services
(475 Fairburn Rd. Atlanta GA 30331)**

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

ADDENDUM NO. 2:

A site visit is scheduled for Tuesday April 9, 2024 and Wednesday, April 10, 2024 at 10:00 AM. The site visits will be coordinated by Dulce Guzman, Project Manager. Ms. Guzman's contact information: O-404-612-3899 Cell-470-526-8073

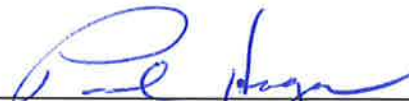
- The deadline for questions is extended to April 12, 2024 @ 3:00 PM
- Revised Evaluation Criteria (Attached)
- Correction of Project Number (See Bold Print Above)

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 2.4 Clarifications and Addenda of the Instructions to Proposers of the RFP.

This is to acknowledge receipt of Addendum No. 2, 22 day of April, 2024.

Hogan Construction Group, LLC

Legal Name of Bidder/Proposer


Signature of Authorized Representative

President

Title



Date: April 17, 2024

Project Number: **23RFP120423K-JAJ**

**Project Title: D/B Services for Developmental Disability Programming Services
(475 Fairburn Rd. Atlanta GA 30331)**

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 3 :

See attached Questions and Answers 1-4

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 2.4 Clarifications and Addenda of the Instructions to Proposers of the RFP.

This is to acknowledge receipt of Addendum No. 3, 22 day of April, 2024.

Hogan Construction Group, LLC

Legal Name of Bidder/Proposer

Signature of Authorized Representative

President

Title

EXHIBIT D

BID FORMS

Fulton County Developmental Disability Renovation
7/29/2024

Hogan

Fulton County Developmental Disability Renovation Schedule of Values	
Division	Total
Demolition	\$ 65,500.00
Earthwork	\$ 143,485.00
Foundations	
Reinforced Concrete	
Masonry	
Natural Stone	
Structural Steel & Misc. Metals	
Rough Carpentry	\$ 12,023.00
Millwork	\$ 87,125.00
Waterproofing & Caulking	\$ 23,500.00
Roofing & Sheet Metal	
Hollow Metal	\$ 17,068.00
Wood Doors	\$ 44,526.00
Special Acting Doors	
Finish Hardware	\$ 130,601.00
Glass, Glazing & Storefront	\$ 52,850.00
Lath, Plaster & Stucco	
Drywall & Acoustical	\$ 516,985.00
Ceramic Tile	\$ 51,683.00
Acoustical	
Resilient Flooring	\$ 36,061.00
Painting & Wallcovering	\$ 58,192.00
Special Flooring	\$ 2,400.00
Miscellaneous Specialties	\$ 50,614.00
Toilet Partitions & Accessories	\$ 29,093.00
Equipment	
Casework	
Furnishings	\$ 10,795.00
Special Construction	
Conveying Systems	
Mechanical Systems	\$ 819,775.00
Electrical Systems	\$ 592,540.00
Design Builders Fee	\$ 270,810.00
Architeturual and Engineering Services Fee	\$ 287,124.00
General Conditions	\$ 189,467.00
Building Permit	\$ 29,248.00
Insurance & Bond	\$ 134,460.00
Total	\$ 3,655,925.00

SECTION 8 – COST



The respondent with the lowest total cost will receive the full 17 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 17, the total points allowed for cost.

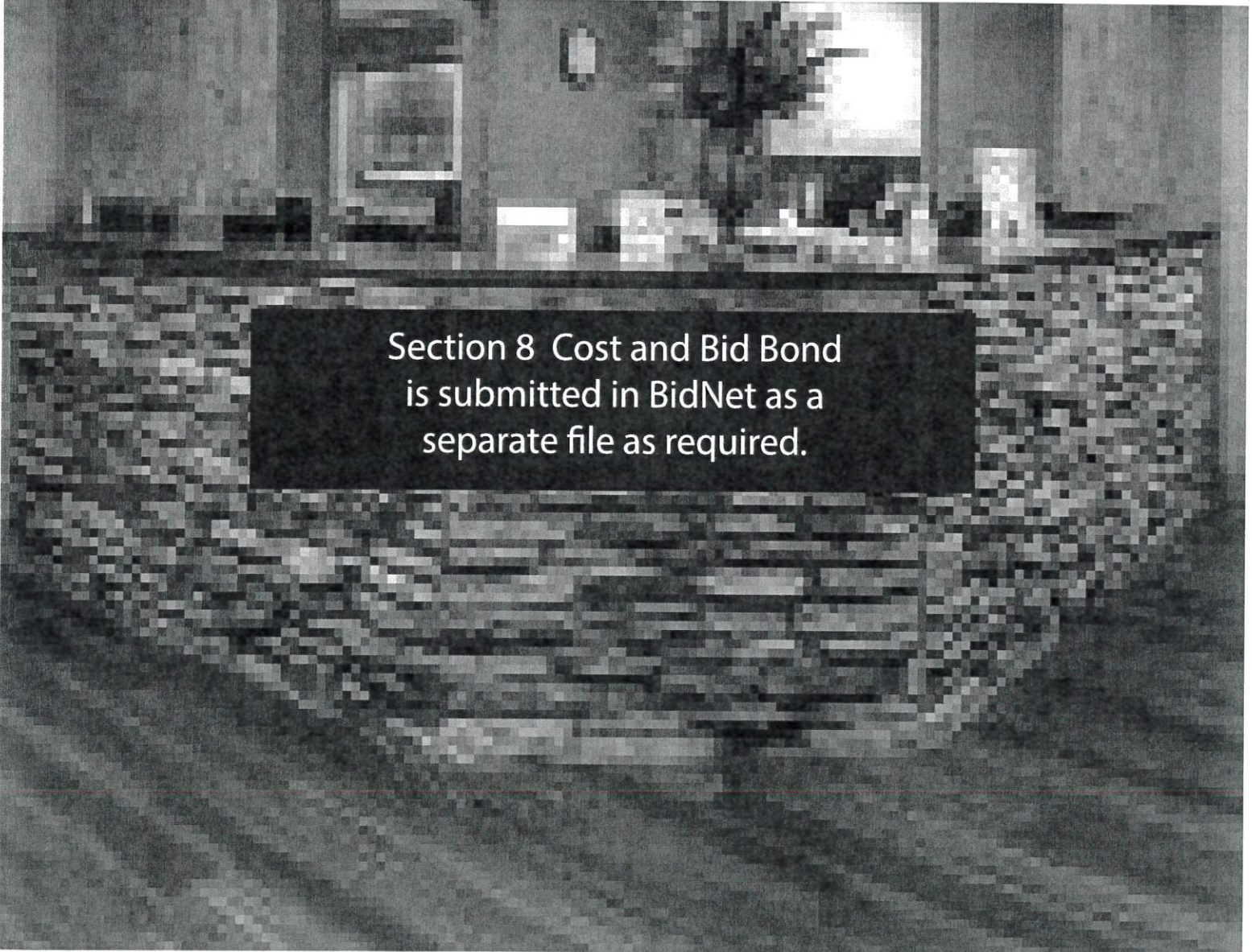
The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

Lowest cost submitted

Each successive cost X Points allocated for cost in RFP = Cost proposal score

Project Cost Proposal form are attached in Section 3.7 Cost Proposal Format and Content of this RFP.

The County will determine responsibility based on the following criteria for the proposer(s) recommended by the Evaluation Committee:

A dark, grainy photograph of a construction site at night. In the background, there are some structures and lights. A large, dark rectangular box is overlaid on the center of the image, containing white text.

Section 8 Cost and Bid Bond
is submitted in BidNet as a
separate file as required.

COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: [Insert Proposer Name]

For: [Insert Project # and Project Title]

Submitted on [Insert Date]

In response to the Request for Proposal, the undersigned, hereby proposes to furnish all design and construction services, labor, technical and professional services, materials, supplies, equipment, Design-Builder Fees, Architectural and Engineering Fees, and General Conditions Fees for the satisfactory completion of the Project for a cost not to exceed **Three million six hundred fifty-five thousand nine hundred twenty-five dollars**, which amount is hereinafter called the Owner's Available Funds.

We propose to furnish all design, architecture, engineering and construction services called for by the Proposal Documents for the following lump sum fees:

1. Design-Builder's Fee
\$ 270,810

2. Architectural and Engineering Services Fee
\$ 287,124

3. General Conditions Fee
\$ 189,467

\$ 747,401

(Dollar Amount In Numbers of lines 1 - 3)

Seven hundred forty-seven thousand four hundred one dollars

(Dollar Amount In Words of lines 1 - 3)

For Changes in the Work beyond those contemplated by the Proposal Documents, we propose a Design-Builder's Fee of 8.0 percent (%) of the actual costs reimbursable to the Design-Builder, as defined by the Proposal Documents, and an Architectural and Engineering Services Fee of 8.0 percent (%) of the actual costs reimbursable to the Design-Builder, as defined by the Proposal Documents.

The undersigned agrees that this Cost Proposal constitutes a firm offer to the Fulton County Government ("County"), which cannot be withdrawn for sixty (60) calendar days from and after the due date or until a Contract for the Work is executed by the undersigned and the County, whichever is earlier. If necessary, the period of time specified may be extended by written agreement between the County and the Proposer or Proposers concerned.

The undersigned declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this

Proposal is made without connection with any other person, company or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned further declares that it has examined and is fully familiar with all of the provisions of the Technical Documents and any addenda; that it has carefully checked all of the words and figures shown in its Cost Proposal; that it has carefully reviewed the accuracy of all statements in this Proposal and attachments; and that it has by careful examination of the Proposal Documents and any addenda and by examination of the actual site conditions, satisfied itself as to the nature and locate of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the undersigned hereby agrees that the County, its departments and agencies and their representatives shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

If awarded a Contract, the undersigned agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) days after receipt of conformed contract documents for execution, the Proposal Bond accompanying the proposal and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Proposal Bond in the approved form, in the sum of (~~\$~~ 5%)
5% of the Bid Amount Dollars according
to the conditions of "Instructions to Proposers" and provisions thereof.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the design and construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

The Proposer agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **[300 days for construction]** consecutive calendar days from and including said date.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Proposal considers and incorporates any modifications to the originally issued Solicitation Documents included therein.

ADDENDUM # 1 DATED 3/22/2024
 ADDENDUM # 2 DATED 4/3/2024
 ADDENDUM # 3 DATED 4/17/2024
 ADDENDUM # _____ DATED _____

PROPOSER: Hogan Construction Group, LLC

By: Paul Hogan

 [Name Typed or Printed]
 _____ [Name Signed]

Title: President

Business Address: 5075 Avalon Ridge Parkway

Norcross, GA 30071

Business Phone: 770-242-8588

Bidder's Contractor License No: GCCO001442 GA/Gwinnett
 _____ [State/County]

License Expiration Date: 6/30/2024

Note: If the Proposer is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

Name	Address
<u>Paul Hogan</u>	<u>5075 Avalon Ridge Parkway, Norcross, GA 30071</u>
_____	_____
_____	_____



Robyn Griffith

Fulton County Developmental Disability Programming & Services
April 24, 2024

Hogan

Clarification & Assumptions

The following clarifications and/or assumptions were utilized to prepare our cost estimate.

General

1. Material and Soil Testing; Special Inspections; Geotechnical and Environmental Surveys; Existing Site Surveys; Soil Borings; County, City, or State Utility Fees, including Tap or Impact Fees are not included.
2. Our pricing is based on current market conditions and material pricing. Hogan Construction Group is not responsible for lead-time issues, material shortages or price escalation beyond its control.
3. The cost estimate is preliminary in nature and to be considered for informational purposes only. A guaranteed maximum price proposal will be developed after sufficient programming and design has been completed.
4. A Payment and Performance Bond for Hogan Construction Group is included.
5. Builder's Risk Insurance and General Liability Insurance are included.
6. An allowance of \$30,000 has been included for Building Permit costs.
7. We have included the cost of a permit expeditor in our estimate and have assumed a four-week permitting period. Any additional time needed to acquire a building permit that is beyond our control will be a delay to the project.
8. Temporary and Permanent Utility consumption costs are not included for construction. We assume utilities will be available for use at no cost during construction.
9. Disposal and/or removal of contaminated materials are not included. This includes, but is not limited to, asbestos removal, toxic saturated materials, contaminated materials, hazardous materials, etc.
10. The Furnishings, Fixtures, and Equipment for the Owner's loose furnishings are not included in our estimate. We have not made any provisions for receiving, inventory or storage of such unless specifically indicated herein.
11. All Environmental Permits required from the Corp of Engineers, DNR, EPD, or other Governmental Agencies are not included.
12. We have included working weekends and or multiple shifts as necessary to meet the project schedule.



Fulton County Developmental Disability Programming & Services
April 24, 2024

Hogan

Design

1. It is assumed that the existing building drawings are available for use to assist in developing the new layout.
2. Design will progress in the following stages:
 - a) Pre-Design and Programming
 - b) Schematic Design
 - c) Design Development
 - d) Finish Selection
 - e) Construction Documents
3. The owner will be asked to approve the design at each phase of the document development before proceeding with the next phase.
4. Changes during the construction documents phase of the design to accommodate changes in scope will be an additional service.
5. MEP and Low voltage design has been included. However, please see clarifications below related to low voltage systems.
6. No costs are included for graphic design or signage, furniture and equipment selection or procurement, or artwork selection or procurement.

Sitework and Site Improvements

1. It is assumed that all water meters, taps, and utility vaults exist and can be reused for the new build out.
2. It is assumed that the existing electrical transformer is sufficient for the new construction and that a new transformer will not be needed.
3. No rock excavation is included.
4. Demolition and removal of unforeseen buried structures is not included.
5. We have not included any cost for earthwork excavation, underground utility work, storm water detention systems, traffic studies, landscape design, public ROW improvements, or erosion control in our cost estimate.
6. We have included an allowance of \$20,000 for landscape and irrigation touch ups.
7. We have included an allowance of \$5,000 for pavement markings at the existing parking lot.



Fulton County Developmental Disability Programming & Services
April 24, 2024

Hogan

-
8. Site fencing has not been included in our cost estimate.
 9. All site lighting is assumed to be existing or to be leased by Georgia Power. We have not included any cost for new site lighting in our cost estimate.

Building Construction, Finishes, and Specialties

1. It is assumed that the existing building is under a termite maintenance contract. We have not included any cost for termite treatment or repairs for previous damage by termites or other pests.
2. We have assumed that the existing building envelope will meet the current energy code.
3. It is assumed that the existing roof is intact and in good shape. We have not included any cost for new roofing in our cost estimate.
4. All new wood doors are included as prefinished from the factory. We have figured these to be plain sliced white maple with manufacturer standard colors.
5. All hollow metal frames are to be welded.
6. We have included a 4' high ceramic tile wainscot on the restroom wet wall only.
7. Wallcovering has been excluded.
8. We have included an allowance of \$10,000 for Code Compliant signage only. All other room identification signage and wayfinding is assumed to be by the owner.
9. The following items are not included in the cost estimate.
 - a. Site Furnishings
 - b. FF & E
 - c. Residential Appliances
 - d. Food Service Equipment
 - e. Commercial Laundry Equipment
 - f. Laboratory Equipment and Casework
 - g. Marker Boards and Tack Boards
 - h. TV Mounts
 - i. Projection Screens and Projectors
 - j. Any labor to manage, unload, protect, and/or install any of the above listed items.

Mechanical
HVAC

1. We have assumed that a new HVAC mechanical system will be required. Our estimate is based on using electric split system units.



Fulton County Developmental Disability Programming & Services
April 24, 2024

Hogan

Fire Protection

1. The existing building is not protected with a fire protection system. We have assumed that the new buildout will require a new fire protection system and have included an allowance of \$197,195 to add a new fire line and fire protection system to the building.

Electrical

1. We have assumed that the current electrical service is sufficient to serve the new construction. We have not included any cost for a new service.
2. We have not included the cost of a lightning protection system in our estimate.
3. We have included the cost for a new Fire Alarm System.
4. We have included the cost of rough in only for all low voltage systems. Low voltage wiring, cabling, and devices are assumed to be by the owner. More specifically, low voltage systems include the following items:
 - a) Security intrusion systems
 - b) Access control systems
 - c) CCTV systems
 - d) Audio Video systems
 - e) Voice and Data systems
 - f) Nurse Call systems
 - g) Public address systems
 - h) CATV systems
 - i) Emergency responders radio communications systems.
5. The cost of the above systems can be added to our scope for additional cost once a program has been developed.



EXHIBIT E

**BONDS (BID, PAYMENT,
PERFORMANCE)**

BID BOND

STATE OF GEORGIA

COUNTY OF FULTON

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

Hogan Construction Group, LLC, 5075 Avalon Ridge Parkway, Norcross, GA 30071

hereinafter called the PRINCIPAL, and _____

Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of Massachusetts and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of _____
Five Percent of the Amount Bid _____ Dollars and Cents (\$ 5% Amount Bid _____)
(_____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for RFP #23RFP120423K-JAJ, Design/Build Services for the Developmental Disability Programming & Services, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of _____
Five Percent of the Amount Bid

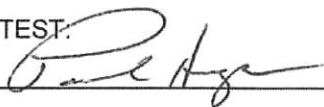
_____ Dollars

(\$ 5% Amount Bid) being in the amount of five percent (5%) of the Contract Sum. The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

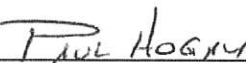
IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 24th day of April, 2024

ATTEST:



PRINCIPAL

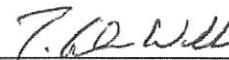
Hogan Construction Group, LLC

BY 

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Thomas A. Wall, ^{CFO} certify that I am the ~~Secretary~~ of the Corporation named as principal in the within bond; that Paul Hogan, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.



SECRETARY ^{CFO}

Abbie Hart Tischer

NOTARY PUBLIC

(CORPORATE SEAL)

Forsyth County, GEORGIA
My Commission Expires 05/23/2025

Liberty Mutual Insurance Company

SURETY



BY Jaclyn Thomas, Attorney-in-Fact

(SEAL)

END OF SECTION



Processing Date: **April 10, 2024**

Bid Date: **April 24, 2024**

Hogan Construction Group, LLC

5075 Avalon Ridge Parkway
Norcross, GA 30071

Owner: Fulton County Government

E.C.P.: \$4,000,000.00

B. B. Amt.: Five Percent Of The Total Amount Bid

Surety: Liberty Mutual Insurance Company

Project: RFP #23RFP120423K-JAJ, Design/Build Services for the Developmental Disability
Programming & Services

Gentlemen:

Enclosed you will find a bid bond in the required amount covering the above captioned project.
As a precaution, please check all dates, descriptions, names, seals, surety signatures and
remember that the appropriate required contractor's signature as indicated below is necessary.

Please notify us of these bid results at your earliest convenience.

Thank you,
American Global, LLC



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207604-985316**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edward Reilly; Jaclyn Thomas; Kevin T. Walsh, Jr.; Krystal L. Stravato; Marisol Mojica; Michael Marino; Thomas MacDonald

all of the city of Whippany state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of April, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of April, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

EXHIBIT F

SCOPE OF WORK

3.3 PROJECT REQUIREMENTS/SCOPE OF WORK

The project will consist of the design and construction and renovation of the interior space to the designed program for Developmental Disabilities.

The Total Program Area for the full build-out is approximately 12,700 GSF. Preliminary site information, to be verified, indicates A design to encompass

BUILDING PLAN OVERVIEW:

The front building entrance should be equipped for buses to pull up to the front door to drop off clients. The entrance should have a ramp that's handicap accessible. The front entrance doors should be wide and wheelchair accessible. The main entrance should have a foyer to hold clients and a station for security personnel.

Exterior

- Bus pull-up area in front of the entrance
- Handicap accessible ramp to the main entrance
- Wide, wheelchair-accessible front entrance doors
- Foyer with space for clients and a security station

Front Area

The front area will consist of four offices:

- Program Manager's Office
- Large Office – Enough room for a small meeting table
- Behavior Health Tech Lead Office
- Room to fit one desk
- Behavior Health Tech Asst Office
- Enough room to fit one desk
- Medical Director's Office
- Shelves for medical supplies
- Enough room for exam table/bed
- Conference Room
- Large Oval Table with 15-20 Chairs
- Large Dry erase board
- Enough room for exam table/bed
- Conference Room
- Large Oval Table with 15-20 Chairs
- Large Dry erase board
- Foyer
- Administrative area and desk
- Security Guard Station

Main Instructional Area

- Ten classrooms for instructors and their clients.
- Enough space for 15 individuals and 2 staff members
- 15 Cubicles
- Middle Section
- Kitchen (commercial grade appliances).
- Large dining area for instructors and clients.
- Enough space to fit 100 individuals
- Large common area (workshop) for activities, games, programs, and guest events (nature center).
- Nursing Station
- Central location within the building for medical support.
- Restrooms
- Client Restrooms.
- 3 Stalls
- 1 urinal
- Large doors
- Two large changing rooms with oversized doors.
- Large changing table
- Shower and sink
- Ideally located restrooms for clients close to or inside classrooms.
- Additional Rooms
- Sensory Room.
- Art Room.
- Game Room.
- Computer Lab.
- Two Storage rooms

- Miscellaneous items to be stored

Mail Room

- Printer paper
- Shredder
- Staff Break Room
- Refrigerator
- Stove
- Small Tables/chairs

Refer to the following exhibits for a general description of the work:

Exhibit 1. Space Plan

SERVICES

Overall, the D/B Team will provide:

- **Design Services** – Set of Construction Documents for all divisions required for the successful competition of the build out.
- **Construction Services** – Oversight of all construction activities.
- **Post Construction Services** – Provide all activities and deliverables associated with Close-out.

1. The project will include, but not be limited to, the following:

- Project Management (coordination with Fulton County Staff and Departments)
- Building analysis and Mobilization Plan for each Sequence Year
- Management and execution of a Safety Plan
- Prepare project schedule and monthly updates to reflect variance
- Provide recovery schedule and recommendations
- Provide necessary Insurance including Errors & Omissions for Design
- Provide 100% Performance and Payment Bonds prior to Construction
- Suggest value engineering alternatives and incorporate same into documents once approved.
- Management and execution of Design - Construction Documents Phase
- Management and execution of all required permits
- Management and execution of the Construction Procurement Phase
- Management and execution of all Construction Phase activities
- Management and execution of the Post Construction Phase
- Execute fully the requirements and intent of the RFP

2. The Design-Builder (DB) will be required to assume an active role in the control of time and cost of the project. The DB shall develop a Project critical path method (CPM) schedule reflecting all Sequences of the project including design, permitting, procurement/pricing, construction, and project closeout to the satisfaction of the County. The County requires a project schedule that achieves substantial completion as certified by DREAM and its consultants and affirmed in receiving a certificate of occupancy. The schedule shall reflect agreed upon milestones for evaluation of progress and show relationships between tasks,

activities, shutdowns and inspection/approvals by responsibility, design discipline, construction trades and phase of the program. Preparation and adherence to the Project Schedule shall be a contractual responsibility of the Design/Builder. In addition to the DB's work, the schedule should include the timing and coordination of owner supplied / owner installed items (such as IT/Low Voltage Systems). The DB shall remain fully responsible for designing and constructing the project within the established budget and time constraints.

3. The DB is working within an operating building and therefore shall develop, manage, and execute a safety program for all phases of the work with periodic reporting to Fulton County through its Representative. Refer to the Project specific scope descriptions for more details.
4. The DB shall make monthly reports, or upon request, to Fulton County's Representative indicating the status of all activities and depicting their impact on the schedule, budget and function of the project and impact on current operations of the affected facility.

DESIGN-BUILDER'S - DESIGN RESPONSIBILITIES

1. Design services for the project will commence with the issuance of a Notice-to-Proceed in writing by Fulton County's Representative. The DB will be responsible for making all applications for building and other development **permits as necessary**. This includes the preparation of applications, drawings, exhibits, surveys, design computation summaries, and other documents needed to file for and obtain all necessary permits and to satisfy the Owner and Jurisdiction that the intent of any RFP is being met. Responsibilities shall include, but not be limited to:
 - Prepare construction documents in accordance with Fulton County Space Standards and other specifications related to Behavioral Health facilities.
 - Submit drawings for review and approval by the City of Atlanta permitting staff and make changes as required to obtain approval.
 - Coordinate all aspects of the design.
 - Update the project's schedule at least monthly or as requested.
 - Conduct, record, and distribute meeting minutes within no more than 3 days of design progress meetings with Fulton County's Staff.
 - As necessary, prepare and submit a detailed Construction Documents Estimate of the construction cost for the Project based upon approved plans.
2. It shall be the DB's responsibility to produce a design in accordance with Fulton County's requirements, applicable codes, rules, regulations, and sound design practice that is functional, buildable, and maintainable to the complete satisfaction of Fulton County, for a total cost (including all phases) within the allocated project budget.
3. The DB shall provide a Total Project Cost (design and construction). Cost shall include all related design and construction work and include owner's allowances as identified during the Design process.

DESIGN-BUILDER'S - CONSTRUCTION RESPONSIBILITIES

1. Construction for the project will commence with the issuance of a Notice-to-Proceed in writing by Fulton County's Representative and will terminate when the final payment is made by the County's Representative and the final release of liens are provided. Substantial Completion will occur when the project is ready for its intended use in accordance with the approved plans and specifications AND the local authority having jurisdiction over the project authorizes and issues a Temporary Certificate of Occupancy.
2. Scope of Services during the Construction Phase includes, but is not limited to:
 - Construction, including sequencing of work with existing occupancy and operations.
 - Construction management and administration. This shall be in coordination with Owner's Construction representative, the Sizemore Group and the County's Project Management Team, who will oversee the design intent and performance are maintained throughout. They will also review progress of construction, pay application, any major requests for substitutions, time extensions or changes to the scope.
 - Provide Construction Update Reports as requested for Fulton County Monthly Board of Commission Meetings.
 - Provide Quality Control Inspections by the DB with monthly reports issued to Fulton County's Representative by the DB's design professionals during construction.
 - Provide Project/Field engineering.
 - Provide Construction supervision.
 - Host meetings with Fulton County's Staff; record and distribute minutes. It is the desire of Fulton County to have bi-weekly meetings.
 - DB will coordinate with the Fulton County Representative to ensure required staff and others are scheduled.
 - Schedule updates at least monthly.
 - Coordinate/schedule Material Testing / Special Inspections as required by the specifications and direct provided by Fulton County Material Testing/Special Inspections firm.
 - Obtain and pay for all required inspections and permits (if necessary).
 - Minimize disruption to Fulton County operations by developing and implementing a Construction Sequencing that works around these operations with little or no interference.
 - Pay for all goods and services and provide releases to Fulton County's Representative as required during execution of work.
 - Provide information to assist Fulton County's Representative with Completion Reports

DESIGN-BUILDER'S - POST CONSTRUCTION RESPONSIBILITIES

1. Items on the punch list must be completed and Final Completion must be achieved within thirty (30) days of Substantial Completion or as provided for on the approved Project Schedule. Also, within one (1) month of substantial completion, the DB shall provide the information electronically and three (3) hard copies of the final report. This report is to include:
 - Copies of all meeting minutes

- Copies of all permits
- Correspondence with regulatory agencies, if any
- Warranties and guarantees
- Electronic Operation and maintenance Manuals on contained on (2) each external hard drives
- Statement certifying Project Completion
- Final Summary of all costs
- Complete all requirements of the RFP
- Warranty Inspections
- Conduct Warranty Review/Facility Inspection one month prior to the end of the general warranty period with Fulton County and facility staff to identify and resolve outstanding warranty issues prior to the end of the warranty period.

CONSTRUCTION OPERATIONS

The Contractor shall coordinate activities of their employees and subcontractors to accommodate:

1. All work requiring the shutdown and restoration of services to the occupied spaces shall take place with 72 hours advanced prior written approval from the County. All work that delivers, to any occupied space, noise levels of at least 50 dB(C) for a sustained time period (more than a minute) or noise levels of at least 60 dB(C) for less than one minute shall performed during weekends.
2. Refer to Fulton County Rules and Regulations for other requirements for the performance of this work.

•

3.4 PROJECT DELIVERABLES

The deliverables shall consist of the following:

1. The Contractor will provide design drawings that include floor plans, details for installation, and execution. The Drawings shall include:
 - a. Floor plans with equipment locations that are dimensionally coordinated for a constructible replacement design.
 - b. Details which include additional construction information for full execution of the work.
 - c. The Contractor will provide these Drawings on North American Arch Series E1 30"x42" paper.
 - i. Electronic versions of the deliverable will be provided in Post Document Format (PDF) readable through Adobe acrobat.
 - ii. The PDFs will be searchable for word content.
2. The Contractor will provide project specifications in Microsoft Word based on the AIA MasterSpec series of specification (6-digit series). The number of sections shall cover the full design. Printouts of the specifications shall be on North American ANSI A8.5"x11" paper. Electronic versions of the deliverable will be provided in Post Document

- Copies of all permits
- Correspondence with regulatory agencies, if any
- Warranties and guarantees
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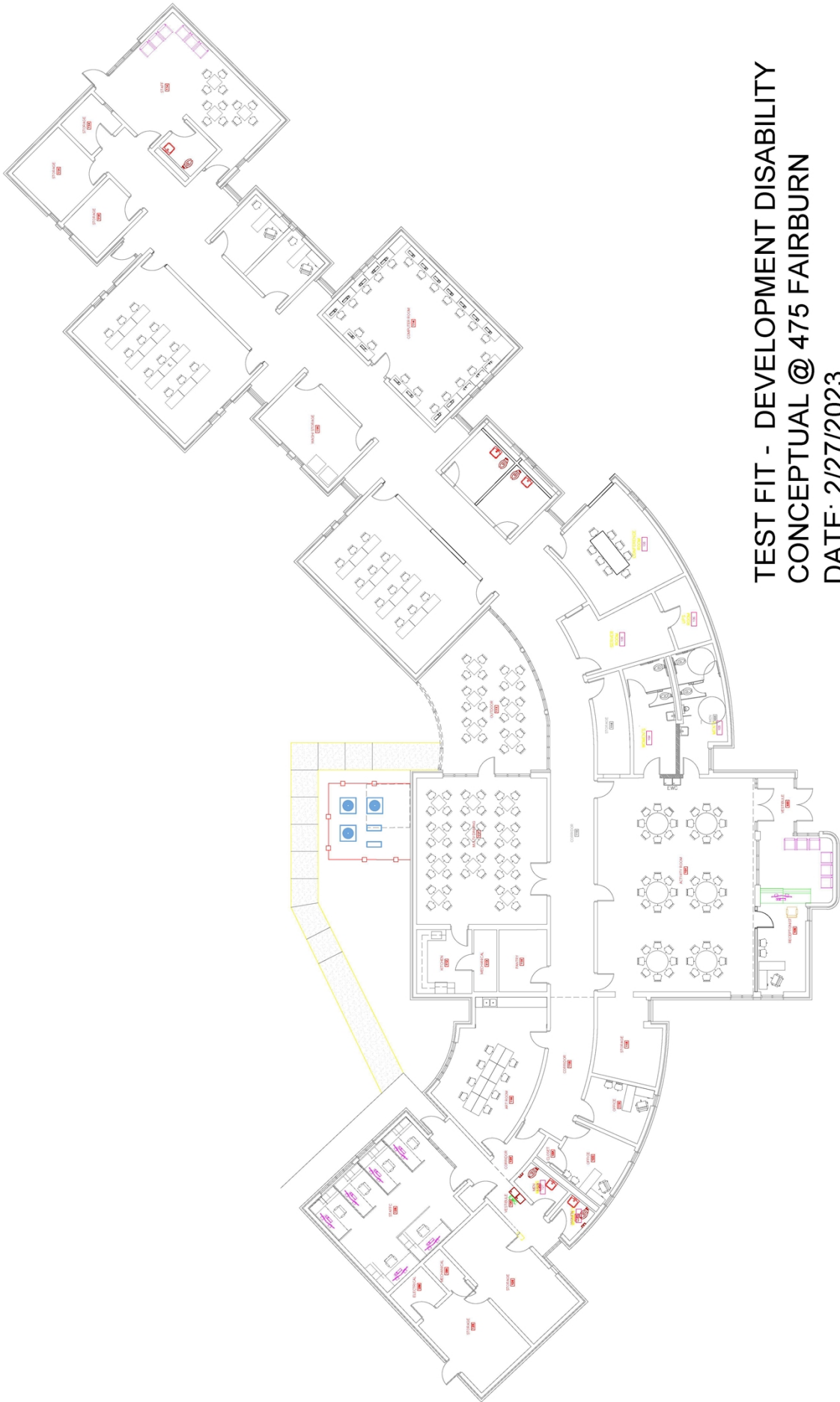
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 - a. Floor plans with equipment locations that are dimensionally coordinated for a constructible replacement design.
 - b. Details which include additional construction information for full execution of the work.
 - c. The Contractor will provide these Drawings on North American Arch Series E1 30"x42" paper.
 - i. Electronic versions of the deliverable will be provided in Post Document Format (PDF) readable through Adobe acrobat.
 - ii. The PDFs will be searchable for word content.
2. The Contractor will provide project specifications in Microsoft Word based on the AIA MasterSpec series of specification (6-digit series). The number of sections shall cover the full design. Printouts of the specifications shall be on North American ANSI A8.5"x11" paper. Electronic versions of the deliverable will be provided in Post Document

EXHIBIT G

EXHIBITS



TEST FIT - DEVELOPMENT DISABILITY
CONCEPTUAL @ 475 FAIRBURN
DATE: 2/27/2023

EXHIBIT H

PURCHASING FORMS

Form A: 1. Georgia Security and Immigration Contractor Affidavit and Agreement

Hogan

STATE OF GEORGIA
COUNTY OF FULTONFORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND
AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Hogan Construction Group, LLC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

170842

EEV/Basic Pilot Program* User Identification Number

Hogan Construction Group, LLC

BY: Authorized Officer of Agent (Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Paul Hogan

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 22 day of April, 2024Notary Public: Robyn GriffithCounty: GwinnettCommission Expires: 11.30.27

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Form B - 2. Georgia Security and Immigration Subcontractor Affidavit



STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Hogan Construction Group, LLC behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

156926

EEV/Basic Pilot Program* User Identification Number

Brian Higtower, The Collaborative Firm, LLC

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Director of Business Services

Title of Authorized Officer or Agent of Subcontractor

Brian Higtower

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

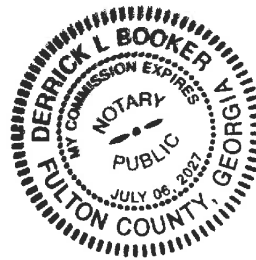
This 19th day of April, 2026

Derrick L Booker

(Notary Public)

(Seal)

Commission Expires: July 6, 2027
(Date)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Form B - 2. Georgia Security and Immigration Subcontractor Affidavit

LDDBlueline™

STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Hogan Construction Group LLC behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

380242

EEV/Basic Pilot Program* User Identification Number

LDDBlueline, Inc.

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Treasurer and Interior Design Studio Director

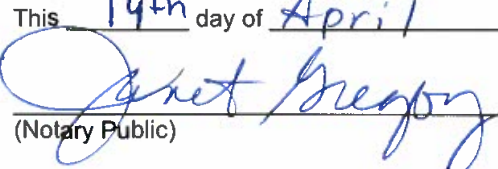
Title of Authorized Officer or Agent of Subcontractor

Milli Dunkin, RID, IIDA, LEED AP

Printed Name of Authorized Officer or Agent

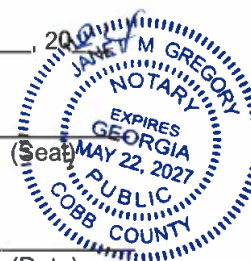


Sworn to and subscribed before me,

This 19th day of April, 2024


(Notary Public)

(Seal)

Commission Expires: April 19, 2024

(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Form B - 2. Georgia Security and Immigration Subcontractor Affidavit



STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Hogan Construction Group LLC behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

17152

EEV/Basic Pilot Program* User Identification Number

Jorge J. Gomez, PE

By: Authorized Officer of Agent

(Insert Subcontractor Name) J & A Engineering, LLC

Principal/Managing Member

Title of Authorized Officer or Agent of Subcontractor

Jorge Gomez

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 18th day of April, 2024

Peggy Jo Haines

(Notary Public)

(Seal)

Commission Expires: 9/15/2025

(Date)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Address:

Hogan Construction Group, LLC
5075 Avalon Ridge Parkway
Norcross, GA 30071

Officers:

Paul Hogan, President - Joint Venture Partner Managing Partner
Alan Wall, CFO
Mike Tomlin, Vice President
Adam Killen, Vice President
Paul Fenzl, Vice President

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Founded in 1998 by Paul Hogan, a 45-year construction executive, Hogan Construction Group provides general contracting, construction management and design-build services for a variety of clients throughout the Southeast. Twenty five years after our founding, we are a financially strong company with revenues in excess of \$142 million in 2022, the company has a \$2 million line of credit and a strong bonding capacity of \$50 million per project and aggregate, uncompleted backlog of \$300 million.

Hogan's Key Markets in the past five years includes: Municipal, Healthcare, Higher Education, K-12, Hospitality

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Hogan Construction Group, its employees, agent, or representative are not directly involved with the South Training Center.

Relationship with Fulton County

Hogan Construction Group is currently working on another project with Fulton County: Renovation of the Peachtree Library and the Behavioral Health Crisis Center with the Fulton County Board of Health.

From 2017 to 2019, Hogan Construction Group was working with Fulton County Library System for the renovation of 7 libraries.

Hogan receives no revenue from direct or indirect business with Fulton County.

Hogan is receiving payment from Fulton County library system for the renovation project of the Peachtree Street Library and is currently under contract, and from the construction of the Fulton County Behavioral Health Crisis Center.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES ☒ NO
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES ☒ NO
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES ☒ NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES ☒ NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES ☒ NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES ☒ NO
5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES ☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim

or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 22 day of April, 2024

Paul Hogan

4/22/2024

(Legal Name of Proponent)

(Date)

Paul Hogan

(Signature of Authorized Representative) (Date)

President

(Title)

Sworn to and subscribed before me,

This 22 day of April, 2024

Robyn Ciffitri

(Notary Public)

(Seal)

Commission Expires 11.30.27

(Date)



Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Michael Hightower
Managing Partner
The Collaborative Firm, LLC
250 East Court Drive
Atlanta, GA 30331

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Th Collaborative Firm has undergone remarkable growth in the last five years. The firm has successfully expanded its services in two key areas.: Public Engagement and Transportation. Additionally, the firm has significantly strengthened its presence in Land Use Planning and now offers dedicated Staff support to local governments in this field. This growth and establishment have positioned The Collaborative Firm as a trusted partner for local governments seeking expertise and assistance in Land Use Planning.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

No employee agent or represenative of The Collaborative Firm, LLC is or will be directly involved in the subject project has or had in the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly received revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO
5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim

or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 19th day of April, 2024

The Collaborative Firm April 19, 2024
(Legal Name of Proponent) (Date)

[Signature] April 19, 2024
(Signature of Authorized Representative) (Date)

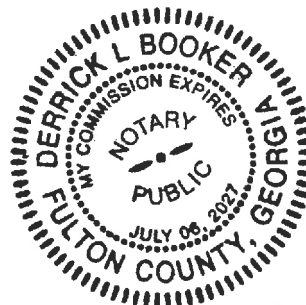
Business Services Director
(Title)

Sworn to and subscribed before me,

This 19th day of April, 2024

Derrick L Booker
(Notary Public) (Seal)

Commission Expires July 06, 2027
(Date)



LDDBlueline, Inc.

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

LDDBlueline will be the architectural and interior design for Hogan Construction Group (Offeror).
Officers of LDDBlueline are:

1640 Powers Ferry Road, Bldg 1, Suite 100, Marietta, GA 30067
Milli Dunkin, RID, IIDA, LEED AP, Treasurer and Interior Design Studio Director
Steve Barthlow, AIA, Secretary and Regional Director
David McBrayer, AIA, LEED AP, Vice President and Education and Government Studio Director
(continued below)

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

LDDBlueline was formed in January 2023 when Blueline and Lyman Davidson Dooley joined forces to strengthen our pool of professionals and offer our services in more geographical areas. We now have offices in: Marietta, GA; Houston, TX; Harrisonburg, VA. In business since 1988, LDDBlueline continues to serve the following market sectors: Government, Civic/Community, Interiors, Education, Church, Housing, Healthcare, Recreation, Commercial, and Industrial

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LDDBlueline has not receive directly or indirectly a business relationship with Fulton County Government, directly or indirectly received revenues from Fulton County Government, directly or indirectly received revenues from the result of conducting business on Fulton County Government property.

However, LDDBlueline does hold a Fulton County School System IDIQ contract and is currently working on Barnwell Elementary School Restroom Renovations as well as Media Center Renovations/Upgrades at the following Fulton County elementary schools: Brookview, Seaborn Lee, Love T. Nolan and ED West.

Additional Officers and Directors of LDDBlueline

1640 Powers Ferry Road, Bldg 1, Suite 100, Marietta, GA 30067
Charlie Pecchio, Chairman, CEO, Director
Rowland Davidson, AIA, ASID, Vice Chairman, Director
Phil Laney, Director

333 Cypress Run, Suite 350, Houston, TX 77094
Jack Duran, AIA, Vice President

126 West Bruce Street, Suite 102, Harrisonburg, VA 22801
Randy Seitz, AIA, COO, President, Director
Anna Campbell, AIA, Vice President
Jay Arnold, CRO, Director
Larry Litwiller, CFO

LDDBlueLine, Inc.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES **NO**
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES **NO**
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES **NO**
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES **NO**
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES **NO**
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES **NO**
5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES **NO**

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 19th day of April, 2024

LDDBlueline, Inc. April 19, 2024
(Legal Name of Proponent) (Date)

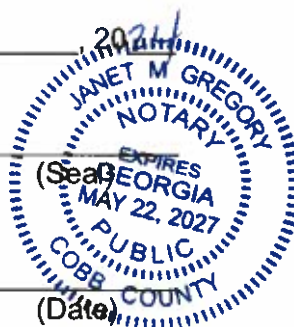
Milli Dunkin
(Signature of Authorized Representative) (Date)
(Milli Dunkin, RID, IIDA, LEED AP)
Treasurer and Interior Design Studio Director
(Title)

Sworn to and subscribed before me,

This 19th day of April, 2024

Janet Gregory
(Notary Public)

Commission Expires May 22, 2027



Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 18TH day of APRIL, 2024

J & A Engineering, LLC 04/18/2024
(Legal Name of Proponent) (Date)

Jorge J. Gomez, PE 04/18/2024
(Signature of Authorized Representative) (Date)

Jorge Gomez/Managing Member
(Title)

Sworn to and subscribed before me,

This 18th day of April, 2024

Peggy Jo Haines
(Notary Public) (Seal)

Commission Expires 9/15/2025
(Date)



**Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Steve Brewer, 3495 Holcomb Bridge Rd, Norcross, GA 30092

Scott Lowery, 420 Minuet Lane, Charlotte, NC 28217

Steve Luttrell, 3495 Holcomb Bridge Rd, Norcross, GA 30092

Jason McCall, 420 Minuet Lane, Charlotte, NC 28217

Charles Woodyard, 3495 Holcomb Bridge Rd, Norcross, GA 30092

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

BW&A has offered consulting professional engineering services for over 30 years, and has enjoyed consistent success and growth throughout the past 5 years.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

We have not had a direct or indirect business relationship with Fulton County in the past 5 years.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim

or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 19th day of April, 2024

Jack Woodyard 4/19/24
(Legal Name of Proponent) (Date)

[Signature] 4/19/24
(Signature of Authorized Representative) (Date)

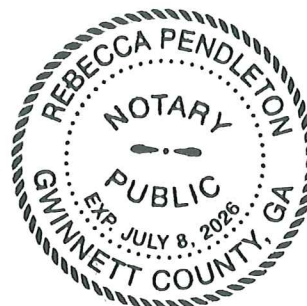
Assistant Controller
(Title)

Sworn to and subscribed before me,

This 19th day of April, 2024

Rebecca Pendleton
(Notary Public) (Seal)

Commission Expires July 8th, 2026
(Date)



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: **Hogan Construction Group, LLC**

Performing work as: Prime Contractor ☒ Subcontractor/Sub-Consultant ☐

Professional License Type:

GA General Contractors License

Professional License Number:

GCCO001442

Expiration Date of License:

6/30/2024

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:



Date: **4/22/2024**

(ATTACH COPY OF LICENSE)



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Hogan Construction Group, LLC.
5075 Avalon Ridge Parkway
Norcross GA 30071



**Department of Purchasing & Contract Compliance**

Mario Avery, MBA, MCA
Contract Compliance Administrator

Suite 1168
130 Peachtree Street, S.W.
Atlanta, GA 30303
www.fultoncountyga.gov



Main: (404) 612-6300

May 10, 2023

Mr. Michael Hightower
The Collaborative Firm
1514 EAST CLEVELAND AVE., STE. 82
EAST POINT, GA 30344-6967

Dear Mr. Hightower:

Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("M/FBE") certification. Based on our evaluation of the information submitted, your firm has met the requirements for certification.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as an M/FBE three (3) months prior to the certification expiration date May 10, 2025.

Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in location, management, ownership or control of your firm, you are required to update your firms' profile online. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise Directory.

If you have any questions or require further assistance, please feel free to contact 404-612-6300.

Your firm is certified under the following commodity code description(s): Architects, Construction Management, Engineers, Urban.

Sincerely,

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: The Collaborative Firm, LLC

Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant x

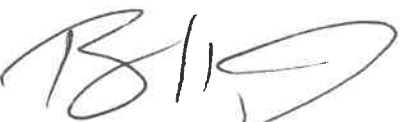
Professional License Type: N/a

Professional License Number: N/a

Expiration Date of License: N/a

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:



Date:

4/19/2021

(ATTACH COPY OF LICENSE)



Department of Purchasing & Contract Compliance

Mario Avery, MBA, MCA
Contract Compliance Administrator

Suite 1168
130 Peachtree Street, S.W.
Atlanta, GA 30303
www.fultoncountyga.gov

Main: (404) 612-6300

May 10, 2023

Mr. Michael Hightower
The Collaborative Firm
1514 EAST CLEVELAND AVE., STE. 82
EAST POINT, GA 30344-6967

Dear Mr. Hightower:

Fulton County Office of Contract Compliance has reviewed your application for Small Business Enterprise ("SBE") certification. Based on our evaluation of the information submitted, your firm has met the requirements for certification.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as an SBE three (3) months prior to the certification expiration date May 10, 2025.

Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in location, management, ownership or control of your firm, you are required to update your firms' profile online. Failure to maintain accurate information on your firm may result in removal of your firm from the Small Business Enterprise Directory.

If you have any questions or require further assistance, please feel free to contact 404-612-6300.

Your firm is certified under the following commodity code description(s):

Architects, Construction Management, Engineers, Urban.

Sincerely,

Mario Avery
Contract Compliance Administrator

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: LDDBlueLine, Inc.

Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant X

Professional License Type: Architecture and Interior Design

Professional License Number: J814540

Expiration Date of License: March 12, 2025

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: April 18, 2024

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITABLE

Licensee Details

Licensee Information

Name: Jordan Reynolds Mayfield

Address:

Winder GA 30680

Primary Source License Information

Lic #: ID001047	Profession: Architect / Interior Designer	Type: Registered Interior Designer
Secondary:	Method: Application	Status: Active
Issued: 8/16/2022	Expires: 3/31/2023	Last Renewal Date:

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: August 16, 2022 14:0:10

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Payments are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Amelia Y Dunkin

Address:

Kennesaw GA 30152

Primary Source License Information

Lic #:	ID000467	Profession:	Architect / Interior Designer	Type:	Registered Interior Designer
Secondary:		Method:	Application	Status:	Active
Issued:	7/31/2003	Expires:	3/31/2025	Last Renewal Date:	3/13/2023

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: October 4, 2023 14:29:42

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Jordan Reynolds Mayfield

Address:

Winder GA 30680

Primary Source License Information

Lic #:	ID001047	Profession:	Architect / Interior Designer	Type:	Registered Interior Designer
Secondary:		Method:	Application	Status:	Active
Issued:	8/16/2022	Expires:	3/31/2025	Last Renewal Date:	3/28/2023

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: April 24, 2024 10:39:58

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

LDDBlueline, Inc.
a Domestic Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 26452221
Date Inc/Auth/Filed: 08/01/1988
Jurisdiction : Georgia
Print Date : 01/18/2024
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: J & A Engineering, LLC

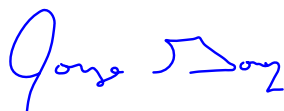
Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant X

Professional License Type: Engineers / Land Surveyors

Professional License Number: PEF004343

Expiration Date of License: 06/30/2024

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 04/18/2024

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: J & A Engineering, LLC	Owner:
Address: 4994 Lower Roswell Rd Suite 1 Marietta GA 30068	

Primary Source License Information

Lic #: PEF004343	Profession: Engineers / Land Surveyors	Type: Engineer Firm
Secondary:	Method: Application	Status: Active
Issued: 1/16/2004	Expires: 6/30/2024	Last Renewal Date: 5/10/2022

Associated Licenses

Relationship: Employment			
Licensee: Gomez, Jorge E	License Type: Professional Engineer		
License #: PE024242	License Status: Active		
Established: 1/16/2004	Association Date:		Expiry:
Type: Prerequisite User			

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: June 23, 2022 15:59:33

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES
CUSTOMER FOCUSED, PERFORMANCE DRIVEN

Minority Business Enterprise

Certification for

J & A ENGINEERING, LLC



The company is hereby certified as: Minority Business Enterprise and Minority Subcontractor

Certification Date: 09/27/18
(Must file annual Affidavit with GDOT)
Certification Number: 180927-000181

A handwritten signature in blue ink that reads 'Lisa Eason'.

Deputy Commissioner, State Purchasing Division

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Chris Lyles

Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant X

Professional License Type: Professional Mechanical Engineer

Professional License Number: PE032719

Expiration Date of License: 12/31/24

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 4/19/24

(ATTACH COPY OF LICENSE)

 Public Lookup

License Search

Licensee Details

Licensee Information

Full Name
Christopher Calby Lyles

Location
Alpharetta, GA 30022

Primary Source License Information

License No *	Profession	License Type
PE032719	Engineers / Land Surveyors	Professional Engineer
Issue Date	Licensure Method *	License Status
12/19/2007	Examination	Active
	Expiration Date	Date of Last Renewal
	12/31/2024	11/07/2023

Associated Licenses

 Search...

 Filters

 Columns

Full Name	License Type	License Status
No Rows		

0 to 0 of 0

  Page 0 of 0  

Public Documents

 Filters

 Columns

Document Name	Upload Date	Document Type
No Rows		

EXHIBIT I

OFFICE OF CONTRACT COMPLIANCE

FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Paul Hogan
_____),

Name

President

Hogan Construction Group, LLC

Title

Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) It is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) The promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) The promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) The failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) The bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Paul Hogan

TITLE: President

SIGNATURE:



EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit the form that lists all subcontractors/suppliers who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Hogan Construction Group, LLC

ITB/RFP Name & Number: 23RFP120423K-JAJ– Design/Build Services for Developmental Disability Programming & Services

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☒, is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ☐ **Small Business (SBE)**; ☐ **Service Disable Veteran (SDVBE)** ☐ **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**

☐ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Joint Venture Prime Contractor:

\$ TBD Or TBD %

2. This information below must be completed and submitted with the bid/proposal when a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement as outlined on page 3 Section 6.

JV Partner(s) information:

<u>Business Name</u> Hogan Construction Group, LLC	<u>Business Name</u> The Collaborative Firm, LLC
---	---

(a.) Hogan Construction Group, LLC		(b.) The Collaborative Firm, LLC	
% of JV	75%	% of JV	25%
Ethnicity	Caucasian	Ethnicity	African American
Gender	Male	Gender	Female
Certified (Y or N)	Type text hereN	Certified (Y or N)	Type text hereY
Agency		Agency	SBE and M/FBE
Date Certified		Date Certified	Recertified on 5/10/2023

3. Lists all subcontractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)	TBD upon construction documents completion
---	---

Total Percentage of Certified Subcontractors: (%)	TBD upon construction documents completion
--	---

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Form and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event, the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and has verified its intention to participate.

Signature:  Title: President

Business or Corporate Name: Hogan Construction Group, LLC

Address: 5075 Avalon Ridge Parkway

Norcross, GA 30071

Telephone: (770) 242-8588

Fax Number: () _____

Email Address: PHogan@HoganConstructionGroup.com

SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantaged Business Enterprise

[illegible]

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantaged Business Enterprise

[illegible]

[illegible]

Company Name: Hogan Construction Group, LLC

Project # & Title: 23RFP120423K-JA1- Design/Build Services for Developmental Disability Programming & Services

Date: 4/22/24

Printed Signature: _____

Paul Hogan

EXHIBIT J

**RISK MANAGEMENT INSURANCE
PROVISIONS FORMS AND CERTIFICATE**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Global LLC 3330 Cumberland Blvd Suite 675 Atlanta, GA 30339	CONTACT NAME: Kyle Evert PHONE (A/C, No, Ext): (404) 400-3044 FAX (A/C, No): E-MAIL ADDRESS: kyle.evert@americanglobal.com																					
INSURED Hogan Construction Group, LLC 5075 Avalon Ridge Parkway Norcross, GA 30071	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : National Union Fire Insurance Co of Pitts. PA</td><td>19445</td></tr> <tr> <td colspan="2">INSURER B : The Continental Insurance Company</td><td>35289</td></tr> <tr> <td colspan="2">INSURER C : New Hampshire Insurance Company</td><td>23841</td></tr> <tr> <td colspan="2">INSURER D : Ohio Casualty Insurance Company</td><td>24074</td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : National Union Fire Insurance Co of Pitts. PA		19445	INSURER B : The Continental Insurance Company		35289	INSURER C : New Hampshire Insurance Company		23841	INSURER D : Ohio Casualty Insurance Company		24074	INSURER E :			INSURER F :		
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INSURER B : The Continental Insurance Company		35289																				
INSURER C : New Hampshire Insurance Company		23841																				
INSURER D : Ohio Casualty Insurance Company		24074																				
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY			989-50-05	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☒ PROJECT ☒ LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY			250-78-26	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	X UMBRELLA LIAB ☒ OCCUR			CUE 7040074110	8/4/2023	9/1/2024	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 10,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 048-24-0262	9/1/2023	9/1/2024	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			ECO (24) 66589334	9/1/2023	9/1/2024	Per Occurrence \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>American Global LLC</i>
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AMERICAN GLOBAL

Oct 2, 2024

Hogan Construction Group, LLC
5075 Avalon Ridge Parkway
Norcross, GA 30071

RE: Bond No. 016247008
Project RFP #23RFP120423K-JAJ, Design/Build Services for the Developmental Disability
Programming & Services

To Whom It May Concern:

American Global, LLC and Liberty Mutual Insurance Company, as Surety, understand and agree that Bond Number 016247008, written for Hogan Construction Group, LLC in the amount of \$3,655,925.00 will be dated the same date as the Agreement.

Kindly furnish a copy of the fully executed bond.

If you have any questions, please feel free to contact me.

Sincerely,

Krystal L. Stravato
Attorney-in-Fact

American Global LLC



AMERICAN GLOBAL

EXPECT MORE FROM YOUR BROKER

Processing Date: October 2, 2024

Hogan Construction Group, LLC
5075 Avalon Ridge Parkway
Norcross, GA 30071

Surety: Liberty Mutual Insurance Company

Bond Number: 016247008

Owner: Fulton County Government

Bond Amount: \$3,655,925.00

Project: RFP #23RFP120423K-JAJ, Design/Build Services for the Developmental Disability Programming & Services

To Whom it May Concern:

Enclosed you will find the requested performance and payment bond forms in the required amount covering the above captioned project. As a precaution please check all dates, descriptions, names, seals, surety signatures and remember that the appropriate required contractor's signature as indicated below is necessary.

The invoice for the referenced bond is attached.

Thank you,

American Global, LLC

PAYMENT BOND

Bond No. 016247008

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means 23RFP120423K-JAJ, Design/Build Services Developmental Disability Programming and Services

"Principal:" (Legal Name and Business Address), Hogan Construction Group, LLC (hereinafter called the "Principal")

5075 Avalon Ridge Parkway, Norcross, GA 30071

Type of Organization ("X" one):
☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated 15 day of October, 2024, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] Three Million Six Hundred Fifty Five Thousand Nine Hundred Twenty Five Dollars and 00/100 (\$3,655,925.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project,

including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1 and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this September 9 day of 2024

PRINCIPAL: Hogan Construction Group, LLC



President/Vice President (Sign)

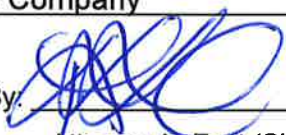
President/Vice President (Type or Print)

Attested to by:



~~Secretary/Assistant Secretary (Seal)~~ CFO

SURETY: Liberty Mutual Insurance Company

By: 

Attorney-in-Fact (Sign)

Krystal L. Stravato

Attorney-in-Fact (Type or Print)



Secretary/Assistant Secretary (Seal)
William A Drayton Jr., Witness as to Surety



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211861-985316**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andreah Moran; Edward Reilly; Jaclyn Thomas; Kevin T. Walsh, Jr.; Krystal L. Stravato; Marisol Mojica; Michael Marino; Ryan Gray; Thomas MacDonald

all of the city of Whippany state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of May, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 16th day of May, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PERFORMANCE BOND

Bond No. 016247008

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means 23RFP120423K-JAJ, Design/Build Services Developmental Disability Programming and Services

"Principal:" (Legal Name and Business Address), Hogan Construction Group, LLC (hereinafter called the "Principal")

5075 Avalon Ridge Parkway, Norcross, GA 30071

Type of Organization ("X" one):
☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address) Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated 15th day of October, 20 2024 regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] Three Million Six Hundred Fifty Five Thousand Nine Hundred Twenty Five Dollars and 00/100 (\$3,655,925.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

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

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq. and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq.

and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and

sealed this 25th day of October, 2024.

PRINCIPAL: Hogan Construction Group, LLC



President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:



Secretary/Assistant Secretary (Seal) *CFO*

SURETY: Liberty Mutual Insurance Company

By: 

Attorney-in-Fact (Sign)

Krystal L. Stravato, Attorney-In-Fact

Attorney-in-Fact (Type or Print)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211861-985316**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andreah Moran; Edward Reilly; Jaclyn Thomas; Kevin T. Walsh, Jr.; Krystal L. Stravato; Marisol Mojica; Michael Marino; Ryan Gray; Thomas MacDonald

all of the city of Whippany state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of May, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 16th day of May, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



HOGACON-02

KEVERT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Global LLC 3330 Cumberland Blvd Suite 675 Atlanta, GA 30339	CONTACT NAME: Kyle Evert PHONE (A/C, No, Ext): (404) 400-3044 FAX (A/C, No): E-MAIL ADDRESS: kyle.evert@americanglobal.com INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Insurance Co of Pitts. PA 19445 INSURER B : The Continental Insurance Company 35289 INSURER C : New Hampshire Insurance Company 23841 INSURER D : Pacific Insurance Company, Limited 10046 INSURER E : INSURER F :
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X	X	989-50-05	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	250-78-26	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUE 7040074110	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 048-24-0262	9/1/2024	9/1/2025	☒ PER STATUTE ☐ OTHER
							E.L. EACH ACCIDENT \$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Prof/Poll Liability	X	X	20 CPI EL7984	9/1/2024	9/1/2025	Per Occurrence 2,000,000
D	Prof/Poll Liability	X	X	20 CPI EL7984	9/1/2024	9/1/2025	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

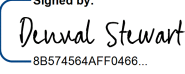
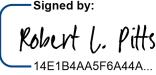
23RFP120423K-JAJ - Design/Build Services Developmental Disability Programming and Services

Additional Insured and Waiver of Subrogation apply to the General Liability, Auto Liability, Umbrella policies per the policy provisions. Additional insured applies to the Pollution Liability per the policy provisions. Waiver of subrogation applies in accordance with the policy provisions of the Professional/Pollution policy.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government Attn: Purchasing Department 130 Peachtree Street, S.W Suite 1168 Atlanta, GA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Not Offered via DocuSign

Signer Events	Signature	Timestamp
Joseph Davis joseph.davis@fultoncountyga.gov Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/7/2024 2:06:49 PM ID: 01136801-ddaf-40c7-9ef1-9d00fcd69c98	Signed by:  B20354A88008422... Signature Adoption: Pre-selected Style Using IP Address: 69.236.118.50 Signed using mobile	Sent: 10/7/2024 2:05:39 PM Viewed: 10/7/2024 2:06:49 PM Signed: 10/7/2024 2:07:00 PM
Patrick O'Connor patrick.oconnor@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/9/2024 5:34:12 AM ID: 43b002cb-eb5a-4271-88d0-dd2cffe68a9	Completed Using IP Address: 74.174.59.4	Sent: 10/7/2024 2:07:07 PM Viewed: 10/9/2024 5:34:12 AM Signed: 10/9/2024 6:08:21 AM
Denval Stewart denval.stewart@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signed by:  8B574564AFF0466... Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 10/9/2024 6:08:26 AM Viewed: 10/11/2024 2:09:10 PM Signed: 10/11/2024 2:10:05 PM
Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/27/2017 10:39:37 AM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8	Completed Using IP Address: 68.208.197.4	Sent: 10/11/2024 2:10:11 PM Viewed: 10/15/2024 6:39:49 AM Signed: 10/15/2024 6:41:10 AM
Robert L. Pitts harriet.thomas@fultoncountyga.gov Chairman Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/15/2024 6:54:08 AM ID: 0e08f169-ab5d-4b74-9d14-99d0c9756981	Signed by:  14E1B4AA5F6A44A... Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 10/15/2024 6:41:18 AM Viewed: 10/15/2024 6:54:08 AM Signed: 10/15/2024 6:54:20 AM
Tonya Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:	DocuSigned by:  EEC476C4837648D...  Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 10/15/2024 6:54:25 AM Viewed: 10/15/2024 6:58:21 AM Signed: 10/15/2024 6:58:31 AM

Signer Events	Signature	Timestamp
Accepted: 3/16/2018 7:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4 James A. Jones james.jones@fultoncountyga.gov Assistant Purchasing Agent BROWN & ROOT INDUSTRIAL SERVICESLLC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 66.56.15.17	Sent: 10/15/2024 6:58:38 AM Viewed: 10/15/2024 7:03:28 AM Signed: 10/15/2024 7:07:24 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/15/2024 7:07:30 AM Viewed: 10/15/2024 8:11:04 AM
Dulce Guzman dulce.guzman@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/15/2024 9:10:37 AM ID: 7094bf95-b2cb-456d-abc2-e74b3108b162	COPIED	Sent: 10/15/2024 7:07:33 AM Viewed: 10/15/2024 8:33:21 AM
Joseph Davis joseph.davis@fultoncountyga.gov Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/9/2024 3:01:26 PM ID: 85b961c0-e472-4800-9f62-8dae2e0a4176	COPIED	Sent: 10/15/2024 7:07:35 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/2/2024 4:37:44 AM
Envelope Updated	Security Checked	10/7/2024 2:05:00 PM
Envelope Updated	Security Checked	10/7/2024 2:05:00 PM
Envelope Updated	Security Checked	10/7/2024 2:05:00 PM
Envelope Updated	Security Checked	10/7/2024 2:05:01 PM
Envelope Updated	Security Checked	10/7/2024 2:05:01 PM
Envelope Updated	Security Checked	10/7/2024 2:05:01 PM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	10/7/2024 2:05:01 PM
Envelope Updated	Security Checked	10/7/2024 2:05:01 PM
Envelope Updated	Security Checked	10/7/2024 2:05:01 PM
Certified Delivered	Security Checked	10/15/2024 7:03:28 AM
Signing Complete	Security Checked	10/15/2024 7:07:24 AM
Completed	Security Checked	10/15/2024 7:07:35 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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