



**FULTON
COUNTY**

CONTRACT DOCUMENTS

for

24RFP020124K-JA

Design-Build Services for N. Fulton HHS Center

for

**DEPARTMENT OF REAL ESTATE AND ASSET
MANAGEMENT (DREAM)**

OWNER -AGREEMENT

24RFP020124K-JA

Design-Build Services for N. Fulton HHS Center

Contractor: Beck PMI, JV

Project No. 24RFP020124K-JA

Address: 3500 Lenox Rd, Suite 250, Atlanta, GA, 30326 Telephone: 404-949-2300

Contact: Brad Oliva Facsimile: 404-949-2301

THIS AGREEMENT is effective as of the 23rd day of December Month, 2024, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR, Beck PMI, JV, [a joint venture partnership between The Beck Group and Peachtree Mechanical Inc.], 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 **Fifteen million, four hundred seventeen thousand, four hundred fifty dollars, and zero cents, [\$15,417,450.00]** 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: 24RFP020124K-JA

Design-Build Services for N. Fulton HHS Center

Design/ Builder shall commence the Work within ten calendar days after receipt of Notice to Proceed and shall substantially complete the Work within Two Hundred Seventy calendar days and finally complete the work within three hundred 300 calendar days or as agreed between the County and the Design/ Builder he contract will commence on the date indicated in the Notice to Proceed (NTP) issued by the County 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. If any portion of the Contract Documents shall conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) The Owner-Design Builder Agreement, 2) Written Change Orders to the Owner-Design Builder agreement, 3) County RFP, 4) Addenda to the County RFP, 6) Design Builder's Proposal, which is incorporated herein by reference, and 7) Contract Exhibits A-J, in the order listed.

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 \$ 1,000.00 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 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 Commissioners on November 20, 2024, BOC item number 24-0797.

[SIGNATURES NEXT PAGE]

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

CONTRACTOR:

Beck PMI, JV

Signed by:

Robert L. Pitts

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Signed by:

Benjamin M. Watkins

Ben Watkins, Regional Director
The Beck Group

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier

Clerk to the Commission

(Affix County Seal)

Signed by:



ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Signed by:

[Signature]

Office of the County Attorney

APPROVED AS TO CONTENT:

Signed by:

Joseph Davis

Joseph Davis
Director, Department of Real Estate and Asset
Management (DREAM)

ATTEST:

DocuSigned by:

Courtney Leiker

Courtney Leiker
Notary Public

County: Fulton

Commission Expires: 10/22/2028

(Affix Notary Seal)



ITEM#: xxx RM: xxx
REGULAR MEETING

ITEM#: 24-0797 2nd RM: 11/20/2024
REGULAR MEETING



Exhibit A

General Conditions

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.

#23RFP04262023K-BKJ

Renovation and Refurbishment of Fulton County Government Facilities

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 [insert department name] 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 Program Manager and 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 and the Program Manager. 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. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and

8. 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 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 shall 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's 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 until the progress payments, including retainage, total 50 percent of the contract price. 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 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. 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.

00700-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

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 material men, 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.

Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers,

watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.

In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.

In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:

For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.

For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.

For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.

For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.

Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.

In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.

No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made within twenty (20) days after the first observance of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days' notice and Subparagraph C.1. below.

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
NOT APPLICABLE

Exhibit C

Addenda



Date: May 28, 2024

Project Number: 24RFP020124K-JA

Project Title: Design-Build Services for North Fulton HHS Center

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

ADDENDUM NO. 1

- Changes the Pre-Proposal Conference and Site Visit to Thursday, June 6, 2024, at 11:00 A.M. The Pre-Proposal Conference will be held on-site at 4700 North Point Parkway, Alpharetta, GA 30005 and the Site Visit will immediately follow;
- Extends deadline for questions to Tuesday, June 11, 2024, by 12:00 P.M. Questions must be submitted electronically via BidNet;
- Changes the proposal due date to Friday, June 28, 2024, by 11:00 A.M. Proposals must be submitted electronically via BidNet.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in the solicitation documents.

This is to acknowledge receipt of Addendum No. 1, 28 day of May, 2024.

HCBeck, Ltd.

Legal Name of Bidder/Proposer

Signature of Authorized Representative

Regional Director

Title



Date: June 20, 2024

Project Number: 24RFP020124K-JA

Project Title: Design-Build Services for North Fulton HHS Center

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

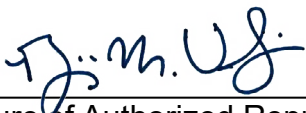
ADDENDUM NO. 2

- Changes the proposal due date to Friday, July 12, 2024, by 11:00 A.M.
Proposals must be submitted electronically via BidNet;

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in the solicitation documents.

This is to acknowledge receipt of Addendum No. 2, 20 day of June, 2024.

HCBeck, Ltd.
Legal Name of Bidder/Proposer


Signature of Authorized Representative

Regional Director
Title



Date: June 28, 2024

Project Number: 24RFP020124K-JA

Project Title: Design-Build Services for North Fulton HHS Center

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

ADDENDUM NO. 3

- Posts RFI response to 85 of 89 questions submitted before the deadline.
- Adds two additional site visits for 4700 North Point Parkway scheduled for Monday, July 1st, and Wednesday, July 3rd, and will begin promptly at 10am each day.

Please plan accordingly to ensure you arrive with enough time to sign in before the site visit begins. Your firm must sign in to participate. Those who are late and are unable to sign in will not be able to tour the building.

Adds the following documents:

- Trane HVAC Product Information Document;
- Fulton County Structured Cabling and Physical Security Standards;
- Facility Condition Assessment Report;
- Carlisle Roof Warranty Document;
- Architectural, Electrical, Fire Sprinkler As-Built, Mechanical, and Plumbing Drawings for 4700 North Point Parkway.
- Upon accessing any building drawings, plans, warranties, product guides or related project documents via BidNet, your firm acknowledges that the information contained therein is confidential and shall only be utilized for the express purpose of responding to the County's request for proposals for solicitation 24RFP020124K-JA, Design Build Services for North Fulton HHS Center. **Any alternative use is strictly prohibited.**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in the solicitation documents.

This is to acknowledge receipt of Addendum No. 3, 28 day of June, 2024.

HCBeck, Ltd.

Legal Name of Bidder/Proposer

Signature of Authorized Representative

Regional Director

Title



Date: July 3, 2024

Project Number: 24RFP020124K-JA

Project Title: Design-Build Services for North Fulton HHS Center

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

ADDENDUM NO. 4

- Posts response to final four (4) questions submitted before RFI deadline.
- Adds Acknowledgment of Addenda for Addendum No. 3
- Upon accessing any building drawings, plans, warranties, product guides or related project documents via BidNet, your firm acknowledges that the information contained therein is confidential and shall only be utilized for the express purpose of responding to the County's request for proposals for solicitation 24RFP020124K-JA, Design Build Services for North Fulton HHS Center. **Any alternative use is strictly prohibited.**
- Extends the proposal due date from Friday, July 12th to Monday, July 22nd, no later than 11:00 AM. Proposals must be submitted electronically via BidNet.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in the solicitation documents.

This is to acknowledge receipt of Addendum No. 4, 3 day of _____ July _____, 2024.

HCBeck, Ltd.
Legal Name of Bidder/Proposer


Signature of Authorized Representative

Regional Director
Title

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 # | <u>1</u> | DATED | <u>05/28/2024</u> |
| ADDENDUM # | <u>2</u> | DATED | <u>06/20/2024</u> |
| ADDENDUM # | <u>3</u> | DATED | <u>06/28/2024</u> |
| ADDENDUM # | <u>4</u> | DATED | <u>07/03/2024</u> |

PROPOSER: HC Beck, Ltd

By: Ben Watkins
[Name Typed or Printed]

[Name Signed]

Title: Regional Director

Business Address: 3500 Lenox Rd, NE, Suite 250, Atlanta GA 30326

Business Phone: 404-949-2300

Bidder's Contractor License No: GCQA007072

State/County Georgia

License Expiration Date: 6/30/2026

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>Ben Watkins</u> | <u>3500 Lenox Rd, NE, Suite 250, Atlanta, GA 30326</u> |
| _____ | _____ |
| _____ | _____ |

Exhibit D

Cost Proposal Form

SECTION 5 COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: [Insert Proposer Name Here]

For: **24RFP020124K-JA, Design-Build Services for North Fulton HHS Center**

Submitted on 07/22/2024

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 Fifteen million, four hundred seventeen thousand, four hundred fifty dollars [\$15,417,450], 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

\$ 452,058

2. Architectural and Engineering Services Fee

\$ 980,000

3. General Conditions Fee

\$ 1,400,234

4. Construction Cost

\$ 12,585,158

Dollar Amount In Numbers (Total of Lines 1 -4)

\$ 15,417,450.00

\$ Dollar Amount In Words (Total of Lines 1-4)

Fifteen million, four hundred seventeen thousand, four hundred fifty
dollars and zero cents

** In accordance with Sections 2.28 and 12.4 of the RFP, Beck PMI requests modifications to the contract. Please reference the fourth page of this Cost Proposal Form for a list of requested modifications.*

For Changes in the Work beyond those contemplated by the Proposal Documents, we propose a Design-Builder's Fee of 5.0 percent (%) of the actual costs reimbursable to the Design-Builder, as defined by the Proposal Documents, and an Architectural and Engineering Services Fee of 7.5 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 total bid 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 270 (two hundred seventy) consecutive calendar days from and including said date.

Exhibit E
Bonds
(Bid, Payment, and Performance)

[illegible]

Dollars and Cents (\$ 5% of the Amount Bid)

*for Department of Real Estate and Asset Management (DREAM); 24RFP020124K-JA

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

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 25th day of June, 2024

ATTEST:



PRINCIPAL

Beck PMI Joint Venture



BY BRYCE MORROW, CHIEF CORPORATE OFFICER

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, R. Mark Collins, certify that I am the Secretary of the Corporation named as principal in the within bond; that Bryce Morrow, 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

(CORPORATE SEAL)

Liberty Mutual Insurance Company

SURETY



BY Veronica Lawver, Attorney-in-Fact

(SEAL)

END OF SECTION



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: **8210508 - 674009**

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, C. Stephens Griggs, Charles R. Teter, III, Christy M. Braille, Danielle R. Capps, Debra J. Scarborough, Erin C. Lavin, Evan D. Sizemore, Hillary D. Shepard, Jeffrey C. Carey, Kellie A. Meyer, Kristin D. Thurber, Lauren Scott, Mariana Walker, Mary T. Flanigan, Patrick T. Pribyl, Rebecca S. Leal, Tahitia M. Fry, Veronica Lawver

all of the city of Kansas City state of MO 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 28th day of July, 2023.



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 28th day of July, 2023 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 25th day of June, 2024.



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.

PAYMENT BOND

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

PAYMENT BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means #24RFP020124K-JA, Design-Build Services for N. Fulton HHS Center

"Principal:" (Legal Name and Business Address), [Insert Name of Contractor (hereinafter called the "Principal")]

Type of Organization ("X" one):
_____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address)

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 ____ day of _____, 20____,
regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount]_____

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 _____ day of _____, _____.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

Secretary/Assistant Secretary (Seal)

PERFORMANCE BOND

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

PERFORMANCE BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means #24RFP020124K-JA, Design-Build Services for N. Fulton HHS Center

"Principal:" (Legal Name and Business Address), [Insert Name of Contractor (hereinafter called the "Principal")]

Type of Organization ("X" one):
_____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address) _____

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 ____ day of _____, 20____, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount]_____.

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

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and in the applicable statutes.

sealed this _____ day of _____, 20__.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

Exhibit F

Scope of Work and Technical Specifications

PROJECT REQUIREMENTS/ SCOPE OF WORK

This project will require all engineering, construction, quality control, etc., services necessary to complete the design and construction.

The total program area for the full build-out of the two-story existing building is approximately 108, 000 sq. ft. The remodeled space will be the new Health and Human Services Center for North Fulton (HHS North) facility. The County in-house Architect has developed a conceptual space plan that will serve as the basis of design, and the selected design- build firm will work from there.

The recently awarded contract for the replacement of the existing 600 ton HVAC roof top units (RTUs) was completed in March 2024. The selected Design/ Builder will design the trunk layout to the interior spaces from the RTU's. The new renovation work will include, but not limited to the following, namely:

- Demolition of interior walls, ceilings, floor finishes, electrical lights, outlets, switches, conduits and cables, interior air supply system, vents and diffusers, interior plumbing system, sprinkler system etc.
- Installation of new walls, ceilings, finishes, electrical systems, plumbing systems, interior mechanical systems, sprinkler systems as shown in the new approved redesign of the building by the design- build firm and approved by the County.

Existing site information, to be verified, includes:

- Domestic Water - The site is served by a domestic water meter.
- Sanitary Sewer - Is readily available. The building has an existing sewer line and clean out that should be field verified for clearance of sewage passage.
- Storm water - The site has an existing drainage system that should be field verified for proper storm management.

SERVICES

- Design Services – The Design/Builder will provide a Set of schematic as well as Construction Documents for all divisions including civil works if required for the permit of the project. It will be agreed on by both parties if enhanced schematics would be required to facilitate an effective project,
 - Construction Services – The Design/Builder will provide oversight of all construction activities including the site development package.
 - Post Construction Services – Provide all activities and deliverables associated with project Close-out.
1. The project will include, but not be limited to, the following:
 - Project Management (coordination with Fulton County Staff and Departments)

- Provide a list of long lead times that may require the County's review and approval early in the project so as to avoid delays
- Building analysis and Mobilization Plan for demolition purposes
- Management and execution of a Safety Plan
- Prepare project schedule and monthly updates to reflect variance
- Provide recovery schedule and recommendations where necessary
- 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 - Schematics and 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 with a TCO in 270 calendar days or as established or agreed between the County and the selected Design/Builder.

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.

It is the expectation that they will be notified in advance of any potential delay so the team can develop the necessary recovery plan. 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 shall make bi-weekly, monthly, and two-week look-ahead reports, upon request, to Fulton County's Representative indicating the status of all activities and depicting their impact on the schedule, budget and completion of the project.

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 schematics and construction documents in accordance with Fulton County Space Standards (Attached as Exhibit 4) and other specifications related to Health and Human Services facilities.
- Submit drawings for review and approval by the City of Alpharetta permitting staff and make changes as required to obtain approval.
- Coordinate all aspects of the design including IT engineering based on Fulton County specifications which will be provided to the awarded firm. .
- 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 as requested by the county at a minimum for the completion of the schematic design as well as construction documents or as may be requested. .
- All documentation shall be available on a shared drive accessible by the Fulton Team either on the Design Builders or the County's share folders.

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, build-able, 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 the 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 the final 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, and the County's Project Management team, who will oversee the design intent and performance and ensure that they 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 and Two-Week Look-Ahead Reports bi weekly or as requested for Fulton County Monthly Board of Commissioners Meetings.
- Provide Quality Control Inspections of the construction works with bi weekly or monthly reports issued to Fulton County's Representative by the DB's design professionals during construction.
- Provide Project/Field engineering.
- Provide all necessary 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 the required staff and others are invited to attend the meetings.
- Schedule updates biweekly and at least monthly.
- Coordinate/ schedule Material Testing / Special Inspections as required by the specifications and direct the provided Fulton County Material Testing/Special Inspections firm.
- Obtain and pay for all required inspections and permits (if necessary).
- 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
- Complete set of As-Builts
- 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.

All documents shall be provided in an electronic format wither through a electronic medium as readable and defined here in in a method that is acceptable to the county for all related project documentation.

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 of 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 be performed during weekends.

PROJECT DELIVERABLES

The deliverables shall consist of the following:

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 constructable 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.

- Electronic versions of the deliverable will be provided in Post Document Format (PDF) readable through Adobe Acrobat.

- The PDFs will be searchable for word content.

2. The Design/ Builder 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 Format (PDF) readable through Adobe Acrobat. The PDFs will be searchable for word content.

3. At the end of each of the design phases noted below, the Design/ Builder shall:

Submit the complete design phase package (drawings, specifications, and any other supporting data) to the County for review. *Allow up to ten (10) days for the County review.*

- Once the review is completed, the County will meet with the Design/ Builder to discuss the review comments.

- The Design/ Builder will provide assurance that each of the review comments will be addressed in the subsequent design phase submittal.

- The 100% deliverable will be complete when all review comments are mutually resolved between the Design/ Builder and the County.

4. The Design/ Builder will provide submittal review services for all submittals produced by the subcontractors completing the installation. The DB's Architect / Engineer of Record will review them for compliance with the contract documents formed by the design documents. The Contractor will also provide the submittals to the Fulton County Project Manager or Program Manager for Fulton County's review. The DB will allow up to 10 business days, not including Fulton County Holidays for review by Fulton County, before the release of submittals for purchase orders.

5. DB must utilize a construction management software throughout the project and provide the County with two (2) user licenses.

6. The DB will facilitate Request for Information (RFIs) seeking additional information or clarification of the design documents from the installing contractor to the Engineer of Record to the Fulton County Project Manager or their Program Manager. The response and transmission of the answer by the Engineer of Record will be within 3 business days, not including Fulton County holidays.

7. The Engineers of Record will perform a minimum of (12) twelve site visits, with each one on a monthly basis, to observe work in progress and comment on the installation's compliance with the construction documents formed by the design documents.

8. The Fulton County Project Manager or their Program Manager shall review, comment, and approve the pay applications made by the Contractor.

9. Within 60 calendar days after substantial completion, the DB shall turnover as-built documentation in PDF format and in AutoCAD files in the .DWG format. The DWG files shall be readily openable in following Autodesk products: AutoCAD 2018 and/or AutoCAD 2023 in a method that is acceptable to the County.

10. During the 1-year warranty period, the DB will assist the County with the resolution of any issues related to the new systems.

PROJECT SCHEDULE

The proposed project schedule should adhere to the requirements specified in this RFP.

- The project duration is 270 calendar days or as agreed upon between the County and Design/ Builder.
- The consequences of the project delay will be liquidated damages.

DESIGN SCHEDULE:

The Contractor shall produce electronic copies (PDFs) and (2) two paper hard copies of the drawings (30"x42" sheets), electronic copies (PDFs) and (2) two paper hard copies of the specifications (8.5"x11"), and electronic copies (PDFs) and (2) two paper hard copies of the cost estimate (8.5"x11") at the following stages:

- | | |
|--------------------------------------|-----------|
| 1. Schematic Design Documents | Date: TBD |
| 2. 35% Construction Documents | Date: TBD |
| 3. 65% Construction Documents | Date: TBD |
| 4. 95% Construction Documents | Date: TBD |
| 5. 100% Final Construction Documents | Date: TBD |

The percentages listed in each stage shall correspond approximately to the percentage of the effort to develop the documents for the design phase.

CONSTRUCTION SCHEDULE:

The Contractor shall produce and maintain a schedule of milestones of the construction, noting when demolitions begin and end. This schedule shall be updated and submitted to the County Project Management team on biweekly basis with a Two-week Look-Ahead. A rolling four week schedule of subcontractor activities will be provided to the Fulton County Project Management team every two weeks, with a two week look ahead based on critical path. The Contractor shall provide beneficial use of the facility within 30 days of the substantial completion of construction and Temporary Certificate of Occupancy.

Exhibit G

Exhibits, Plans, and Drawings

Sent as separate electronic link/file due to size constraints

Exhibit H

Purchasing Forms

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM 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] Peachtree Mechanical Inc. 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.

352011

EEV/Basic Pilot Program* User Identification Number

Peachtree Mechanical Inc.

BY: Authorized Officer of Agent (Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Richard Denney

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 11 day of July, 2024

Notary Public: [Signature]

County: Fayette

Commission Expires: 7/07/2025



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].

**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]** The Beck Group 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.

1235354
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Managing Partner / Structural Engineer
Title of Authorized Officer or Agent of Subcontractor

Karen Jenkins
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 18th day of June, 2024

[Signature]
(Notary Public) (Seal)

Commission Expires: 2/14/2028
(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.

⁴Any 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].

**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] Beck Group 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 3RD day of July, 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.

Beck PMI (JV partnership)

HC Beck, Ltd.
3500 Lenox Rd NE, Suite 250
Atlanta, GA 30062

Peachtree Mechanical, Inc.
535 Marksmen Ct.
Fayetteville, GA 30214

Ben Watkins (Regional Director)
- Ben oversees all design and construction operations for the Atlanta office.

Richard Denney (President)
- Richard oversees all operations for design and construction

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.

Ben and Richard have both successfully developed and lead HC Beck and Peachtree Mechanical offices over the last five years, increasing business and improving operations in all aspects of the business. The partnership is growing and they look to continued success on the HHS Center.

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, not applicable.

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 or 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 22nd day of July, 2024

Beck PMI 07/22/2024
(Legal Name of Proponent) (Date)

J. M. U.S. Richard Denny 07/22/2024
(Signature of Authorized Representative) (Date)
RICHARD DENNEY - PRESIDENT

Ben Watkins / Regional Director ; Richard Denny / President
(Title) 07/22/2024

Sworn to and subscribed before me,

This 22nd day of July, 2024

Haley Comer 
(Notary Public) (Seal)

Commission Expires June 30, 2025
(Date)



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State

State Licensing Board for Residential and General Contractors

LICENSE NO. GCQA007072

Benjamin Mark Watkins

3500 Lenox RD

Atlanta GA 30326

Company Name: HCBeck, Ltd.

Company License NO: GCCO007076

General Contractor Qualifying Agent

EXP DATE - 06/30/2026 Status: Active

Issue Date: 02/23/2021

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

Benjamin Mark Watkins
3500 Lenox RD
Atlanta GA 30326



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State

Georgia State Licensing Board for Residential and General Contractors

License No. GCQA007072

Benjamin Mark Watkins

3500 Lenox RD

Atlanta GA 30326

Company Name: HCBeck, Ltd.

Company License NO: GCCO007076

General Contractor Qualifying Agent

EXP DATE - 06/30/2026 Status: Active

Issue Date: 02/23/2021

6/17/24, 2:10 PM

Details



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

| | |
|----------|-----------------------|
| Name: | Benjamin Mark Watkins |
| Address: | Atlanta GA 30326 |

Primary Source License Information

| | | | | | |
|------------|------------|-------------|--------------------------------|--------------------|-------------------------------------|
| Lic #: | GCQA007072 | Profession: | Residential/General Contractor | Type: | General Contractor Qualifying Agent |
| Secondary: | | Method: | Application/Prior Approval | Status: | Active |
| Issued: | 2/23/2021 | Expires: | 6/30/2026 | Last Renewal Date: | 5/2/2024 |

Associated Licenses

| | | | | | |
|---------------|--------------|-------------------|----------------------------|---------|--|
| Relationship: | Supervisor | | | | |
| Licensee: | HCBeck, Ltd. | License Type: | General Contractor Company | | |
| License #: | GCCO007076 | License Status: | Active | | |
| Established: | 2/23/2021 | Association Date: | 11/20/2020 | Expiry: | |
| Type: | Prerequisite | | | | |

Public Board Orders

| |
|--|
| Please see Documents section below for any Public Board Orders |
|--|

Other Documents

| |
|--------------------|
| No Other Documents |
|--------------------|

Data current as of: June 17, 2024 14:10:23

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.

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Peachtree Mechanical Inc.

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

Professional License Type: General Contractor

Professional License Number: GCCO000033

Expiration Date of License: 06/30/2026

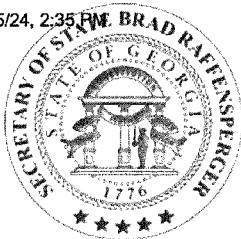
I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: Richard Denney

Date: July 11, 2024

(ATTACH COPY OF LICENSE)

6/25/24, 2:35 PM



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Richard L Denney

Address:

Fayetteville GA 30214

Primary Source License Information

| | | | | | |
|-------------------|------------|--------------------|--------------------------------|---------------------------|-------------------------------------|
| Lic #: | GCQA001258 | Profession: | Residential/General Contractor | Type: | General Contractor Qualifying Agent |
| Secondary: | | Method: | Application/Exam Exempt | Status: | Active |
| Issued: | 4/25/2008 | Expires: | 6/30/2026 | Last Renewal Date: | 5/31/2024 |

Associated Licenses

Relationship: Supervisor

Licensee: Peachtree Mechanical Inc

License Type: General Contractor Company

License #: GCCO000033

License Status: Active

Established: 4/25/2008

Association Date: 10/4/2006

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: June 25, 2024 14:35:12

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WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

PEACHTREE MECHANICAL, INC.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: June 14, 2018

Expiration Date: June 30, 2025

WBENC National Certification Number: WBE1801090

WBENC National WBE Certification was processed and validated by Greater Women's Business Council, a WBENC Regional Partner Organization.

Authorized by Roz Lewis, President & CEO
Women's Business Center



NAICS: 236220, 238220, 238990

UNSPSC: 22101900, 72000000, 72100000, 72102303, 72120000, 72121100, 72121200, 72121400, 72121403, 72121404, 72121408, 72121409, 72121410, 72121500, 72121501, 72130000, 72131600, 72131601, 72141122, 72141400, 72150000, 72151100, 72151200, 72151202, 72151204, 72151502, 72154013, 81101513, 81102401



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Peachtree Mechanical, Inc

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Charlene Denney

NAICS: 236220, 238220, 238990

UNSPSC: 22101900, 72000000, 72100000, 72102303, 72120000, 72121100, 72121200, 72121400, 72121403, 72121404, 72121408, 72121409, 72121410, 72121500, 72121501, 72130000, 72131600, 72131601, 72141122, 72141400, 72150000, 72151100, 72151200, 72151202, 72151204, 72151502, 72154013, 81101513, 81102401

Certification Number: WOSB180834

Renewal Date: June 30, 2024

WOSB Regulation Expiration Date: 06/30/2026



Roz Lewis, Women's Business Center President
& CEO

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Karen Mole Jenkins

Address:

Atlanta GA 30342

Primary Source License Information

| | | | |
|-------------------|-----------|---|--------------------------------------|
| Lic #: | SE000175 | Profession: Engineers / Land Surveyors | Type: Structural Engineer |
| Secondary: | | Method: Affidavit | Status: Active |
| Issued: | 1/18/2021 | Expires: 12/31/2024 | Last Renewal Date: 12/13/2023 |

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: July 5, 2024 9:55:32

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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 Beck Group

Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant X

Professional License Type: Professional Engineer

Professional License Number: PE024242

Expiration Date of License: 12/31/2024

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

Signed: James J. Day, PE

Date: _____ July 3, 2024

(ATTACH COPY OF LICENSE)

Exhibit I

Contract Compliance Documents

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Ben Watkins
_____),

Name

Regional Director

HC Beck, Ltd.

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: Ben Watkins

TITLE: Regional Director

SIGNATURE:

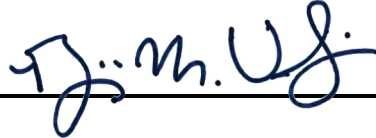
A handwritten signature in blue ink, appearing to read "Ben Watkins", is written over a horizontal line. The signature is stylized with a large "B" and "W".

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 HC Beck, Ltd.

ITB/RFP Name & Number: 24RFP020124K, Design-Build Services for North
Fulton HHS Center

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).
not applicable

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:

\$ see percentage Or 80 %

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> | <u>Business Name</u> |
|----------------------|----------------------|

| | | | |
|---------------------------|-----|---------------------------------|-----------------|
| (a.) HC Beck, Ltd. | | (b.) Peachtree Mechanical, Inc. | |
| % of JV | 80% | % of JV | 20% |
| Ethnicity | n/a | Ethnicity | n/a |
| Gender | n/a | Gender | female |
| Certified (Y or N) | N | Certified (Y or N) | Y |
| Agency | n/a | Agency | City of Atlanta |
| Date Certified | n/a | Date Certified | 11/01/2019 |

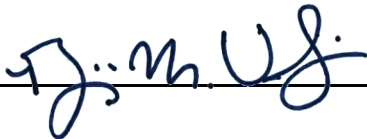
3. Lists all subcontractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) TBD once CDs are finalized and bid to the subcontractor market

Total Percentage of Certified Subcontractors: (%) TBD once CDs are finalized and bid to the subcontractor market

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: Regional Director

Business or Corporate Name: HC Beck, Ltd.

Address: 3500 Lenox Rd NE, Suite 250, Atlanta, GA 30326

Telephone: (404) 949-2300

Fax Number: () n/a

Email Address: benwatkins@beckgroup.com

EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

| Subcontractor/Supplier | Business Address | Contact Name | Contact Email Address | Contact Phone | Scope of Work Solicited for Project | Certification Designation | Result of Contact |
|--|---------------------------------------|-------------------|-------------------------------------|---------------|-------------------------------------|---------------------------|-------------------|
| Peachtree Mechanical, Inc | 535 Marksmen Ct, Fayetteville, GA | Richard Denney | rdenney@peachtreemechanical.com | 770-460-5155 | mechanical/HVAC | FBE | submitted |
| Peachtree Mechanical, Inc | 535 Marksmen Ct, Fayetteville, GA | Richard Denney | rdenney@peachtreemechanical.com | 770-460-5155 | plumbing | FBE | submitted |
| Peachtree Mechanical, Inc | 535 Marksmen Ct, Fayetteville, GA | Richard Denney | | 770-460-5155 | electrical | FBE | submitted |
| Dixie Electric Company | 5195 Shiloh Rd, Cumming, GA | Darwin Krupla | darwin@dixieelectric.net | 770-663-8440 | electrical | FBE | submitted |
| Southern Electric Company | 510 Winkler Dr, Alpharetta , GA | Mackay Hemond | mhemond@southernelectriccompany.com | 770-740-9553 | electrical | FBE | submitted |
| Legacy Mechanical Services | 1680 Roberts Blvd, Kennesaw, GA | Brian Manus | brianmanus@legacyservices.biz | 770-432-1171 | HVAC/plumbing | - | submitted |
| Shumate Mechanical | 2805 Premier Pkwy, Duluth, GA | Michael Matia | mmatia@shumatemech.com | 770-318-0228 | HVAC | FBE | submitted |
| Ochoa Construction | 5820 Highway 85, Riverdale, GA | Jose Ochoa | jose@ochoaconstruction.com | 404-254-1716 | drywall | MBE / SBE | submitted |
| Knight Construction Associates | 1990 Old Covington Rd, Conyers, GA | Ken Knight | kenknight@knightconstructionga.com | 770-761-7760 | drywall | - | submitted |
| Principle Partners | | Stephen Schroeder | sschroederii@principlepartners.com | 770-652-1352 | drywall | SBE / FBE | declined |
| Bobby Taylor Painting | 110 Holt Dr, Acworth, GA | Raj Kallem | rjk@bobbytaylorpainting.com | 770-974-2828 | paint | MBE | submitted |
| Spectra Contract Flooring | 6684 Jimmy Carter Blvd, Norcross, GA | Sean McCarthy | sean.mccarthy@spectracf.com | 770-625-6494 | flooring | - | submitted |
| HPI Floors, LLC | 1035 Research Center Dr, Atlanta, GA | Larry Hollinshead | jhollinshead@hpifloors.com | 404-836-4847 | flooring | MBE | will bid |
| EGM Services, Inc. | 4251 EastsideEastside Dr, Decatur, GA | Robert Gray | rlgray@egmatlanta.com | 404-288-9521 | glass | MBE | TBD |
| Alpha Omega | 8601 Dunwoody Pl, Atlanta, GA | Deno Andros | da@alpha-omega.com | 770-993-0609 | demolition | - | submitted |
| Lock'd in Construction | 2599 Crestdale Cir, Atlanta, GA | Monica Robinson | lockedin.robinson@gmail.com | 404-500-8743 | demolition | MBE | submitted |
| | | | | | | | |
| Per RFIQ49H - contract compliance will request Subcontractor Contact Form approximately 8 weeks after bid is closed. | | | | | | | |
| | | | | | | | |
| | | | | | | | |

EXHIBIT C FORM
SUBCONTRACTOR CONTRACT FORM

| Subcontractor/Supplier | Business Address | Contact Name | Contact Email Address | Contact Phone | Scope of Work Solicited for Project | Certification Designation | Result of Contact |
|--|------------------|--------------|-----------------------|---------------|-------------------------------------|---------------------------|-------------------|
| Per RFIQ49H - contract compliance will request Subcontractor Contact Form approximately 8 weeks after bid is closed. | | | | | | | |
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Company Name: HC Beck, Ltd.

Project # & Title: 24RFP020124K-JA
Design-Build Services for North Fulton HHS Center

Printed Signature: 

Date: 07/17/2024

Exhibit J

Risk Management Insurance Provision Forms

W-00674859

Certificate of Appointment of Notary Public

Georgia, FULTON County

I, CHE' ALEXANDER, Clerk of Superior Court in and for said County, hereby certify that COURTNEY DANIELLE LEIKER, whose address is 10900 WITTENRIDGE DRIVE LOT A2, ALPHARETTA, GA 30022

Age: 44, Sex: FEMALE, was duly appointed and sworn in as a Notary Public under the provision of O.C.G.A. Title 45, Ch. 17, Art. 1 as Amended, that their term of office begins on the 23rd day of October, 2024, and expires on the 22nd day of October, 2028.

WITNESS my hand and seal of said Court this 23rd day of
October, 2024

(Deputy Clerk's Signature)

Goody Leiker

Deputy Clerk of Superior Court
FULTON County, Georgia

(Notary's Signature)

Courtney Danielle Leiker





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2024

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 Alliant Insurance Services, Inc. 16000 N. Dallas Pkwy Suite 850 Dallas TX 75248 | CONTACT NAME: Aileen Escobedo PHONE (A/C, No, Ext): 214-316-2613 FAX (A/C, No): E-MAIL ADDRESS: aileen.escobedo@alliant.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|--|-------|---|-------|---|-------|------------|--|------------|--|------------|--|
| INSURED Beck Group Holdings, LLC HCBeck, Ltd. 1601 Elm Street, Suite 2800 Dallas TX 75201 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C: Travelers Lloyds Insurance Com</td> <td>41262</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Greenwich Insurance Company | 22322 | INSURER B: XL Specialty Insurance Company | 37885 | INSURER C: Travelers Lloyds Insurance Com | 41262 | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Greenwich Insurance Company | 22322 | | | | | | | | | | | | | | |
| INSURER B: XL Specialty Insurance Company | 37885 | | | | | | | | | | | | | | |
| INSURER C: Travelers Lloyds Insurance Com | 41262 | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

 License#: 0C36861
 HCBECKH-01
COVERAGES**CERTIFICATE NUMBER:** 323037170**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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | CGC740986605 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | CAH740986705 | 7/1/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y | Y | US00101094LI24A | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | Y | CWC740986505 | 7/1/2024 | 7/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000 |
| C | Leased/Rented Equipment | | | QT-630-8080X106-TLC-24 | 7/1/2024 | 7/1/2025 | Limit \$1,500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job #175679, Project #24RFP020124K-JA, Design-Build Services for N. Fulton HHS Center, Alpharetta, GA.

Fulton County Government, Its Officials, Officers and Employees are included as Additional Insured with respect to General Liability, Automobile Liability and Umbrella/Excess Liability policies where required by written contract. General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds. Waiver of subrogation applies in favor of above Additional Insured with respects General Liability, Automobile Liability, Umbrella/Excess Liability and Workers' Compensation policies where required by written contract. 30 days' notice of cancellation or non-renewal for General Liability, Auto Liability and Workers compensation will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**
 Fulton County Government – Purchasing and Contract Compliance
 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: CGC740986605

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|---|
| ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT. | VARIOUS AS REQUIRED PER WRITTEN CONTRACT. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT (COMPLETED
OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured described in Paragraph 1. or 2. above and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT #012

This endorsement, effective 12:01 a.m., July 1, 2024, forms a part of
Policy No. CGC740986605 issued to BECK GROUP HOLDINGS, LLC.
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

Policy Number: CGC740986605

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| |
|---|
| Name Of Person Or Organization: |
| Where required by written contract or agreement executed prior to loss (except where not permitted by law). |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT #003

This endorsement, effective 12:01 a.m., July 1, 2023, forms a part of
Policy No. CGC740986605 issued to BECK GROUP HOLDINGS, LLC.
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

| Name of Person(s) or Entity(ies) | Mailing Address: | Number of Days Advanced Notice of Cancellation: |
|---|------------------|--|
| AS PER SCHEDULE ON FILE WITH THE COMPANY. | | 30 |

All other terms and conditions of the Policy remain unchanged.

POLICY NUMBER: CAH740986705

XIC 411 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A.C COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
- b.T he written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B.T he Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. General Conditions, Other Insurance is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- (vi) That are contained in any property that is:
 - (1) Being transported, towed by, handled, or handled for movement into, onto or from, an **auto** covered by the **scheduled underlying insurance**.
 - (2) In the course of transit by or on behalf of an **insured**.
 - (3) Being stored, disposed of, treated, or processed in or upon an **auto** covered by this policy or **scheduled underlying insurance**.
- (vii) Before the **pollutants**, or any property in which the **pollutants** are contained, are moved from the place where they are accepted by the **insured** for movement into or onto an **auto** covered by **scheduled underlying insurance**; or
- (viii) After the **pollutants** or any property in which the **pollutants** are contained are moved from an **auto** covered by this policy or the **scheduled underlying insurance** to the place where they are finally delivered, disposed of or abandoned by the **insured**.
- (b) Any **loss**, cost or expense arising out of:
 - (i) A request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, **pollutants**.
 - (ii) A **claim** or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

The following exceptions apply to Exclusion (B)(1), but only if an otherwise covered **claim** or **suit** also is covered by the **scheduled underlying insurance**:

- (1) Paragraphs (1)(a)(i) through (1)(a)(v) do not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard** if **your product** or **your work** has not at any time been discarded, dumped, abandoned, thrown away, treated or handled as waste by anyone.
- (2) Paragraphs (1)(a)(i) and (1)(a)(iv) do not apply with respect to **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**.
- (3) Paragraph (1)(a)(i) does not apply to:
 - (a) **Bodily injury** sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building or equipment that is used to heat water for personal use, by the building's occupants or their guests.
 - (b) **Bodily injury** or **property damage** for which an **insured** may be held liable if the **insured** is a contractor and the owner or lessee of a premises, site or location has been added to the policy as an additional insured with respect to the **insured's** ongoing operations performed for that additional insured at such premises, site or location; and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured** other than that additional insured.

If **other insurance** applies to damages covered by this policy, this policy will apply excess of such **other insurance**. However, this provision will not apply:

- (1) If the **other insurance** is written to be excess of this policy.
- (2) With respect to Insuring Agreement A only, if you have agreed in a written contract with another person or organization that this policy shall be primary and non-contributory with such other person or entity's coverage, but only with respect to damages arising out of insured operations or work on your behalf performed under such written contract. When this Paragraph (2) applies, the coverage available to the other person or organization will be the lesser of the policy's Limits of Insurance or the minimum limits required by such written contract. In that case, **other insurance** of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.
- (3) Nothing in this Condition (M) shall make this policy subject to the terms, conditions and limitations of such **other insurance**.

(N) **Premium**

- (1) The **first named insured** shall be responsible for payment of all premiums when due.
- (2) The premium for this policy shall be computed on the basis set forth in Declarations Item 6. At the beginning of the **policy period**, the **first named insured** must pay us the Premium shown in Declarations Item 6.
- (3) When this policy expires or is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the original premium paid, you will promptly pay us the difference. If the earned premium is less than the original premium paid, we will return the difference to you. But in any event, we shall retain the Minimum Premium as shown in Declarations Item 6 for each twelve (12) months of the **policy period**.

(O) **Separation of Insureds**

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to you, this insurance applies as if each **insured** were the only **insured**, and separately to each **insured** against whom **claim** is made or **suit** is brought.

(P) **Transfer of Rights of Recovery**

- (1) If any **insured** has the right to recover all or part of any payment we have made under this policy, those rights are transferred to us. You must do nothing after **loss** to impair these rights and must help us enforce them. If, prior to the time of an **occurrence**, you and the insurer of **scheduled underlying insurance** waive any right of recovery against a specific person or organization for injury or damage as required under an **insured contract**, we also will waive any rights it may have against such person or organization.
- (2) Any recoveries shall be applied as follows:
 - (a) Any person or organization, including you, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first.

POLICY NUMBER: CAH740986705

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Beck Group Holdings, LLC**Endorsement Effective Date:** July 1, 2021**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: CAH740986705

IXI 405 0910

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

| Name of Person(s) or Entity(ies) | Mailing Address: | Number of Days Advanced Notice of Cancellation: |
|--|------------------|--|
| AS PER SCHEDULE ON FILE WITH THE COMPANY. | | 30 |

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

- (vi) That are contained in any property that is:
 - (1) Being transported, towed by, handled, or handled for movement into, onto or from, an **auto** covered by the **scheduled underlying insurance**.
 - (2) In the course of transit by or on behalf of an **insured**.
 - (3) Being stored, disposed of, treated, or processed in or upon an **auto** covered by this policy or **scheduled underlying insurance**.
- (vii) Before the **pollutants**, or any property in which the **pollutants** are contained, are moved from the place where they are accepted by the **insured** for movement into or onto an **auto** covered by **scheduled underlying insurance**; or
- (viii) After the **pollutants** or any property in which the **pollutants** are contained are moved from an **auto** covered by this policy or the **scheduled underlying insurance** to the place where they are finally delivered, disposed of or abandoned by the **insured**.
- (b) Any **loss**, cost or expense arising out of:
 - (i) A request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, **pollutants**.
 - (ii) A **claim** or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

The following exceptions apply to Exclusion (B)(1), but only if an otherwise covered **claim** or **suit** also is covered by the **scheduled underlying insurance**:

- (1) Paragraphs (1)(a)(i) through (1)(a)(v) do not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard** if **your product** or **your work** has not at any time been discarded, dumped, abandoned, thrown away, treated or handled as waste by anyone.
- (2) Paragraphs (1)(a)(i) and (1)(a)(iv) do not apply with respect to **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**.
- (3) Paragraph (1)(a)(i) does not apply to:
 - (a) **Bodily injury** sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building or equipment that is used to heat water for personal use, by the building's occupants or their guests.
 - (b) **Bodily injury** or **property damage** for which an **insured** may be held liable if the **insured** is a contractor and the owner or lessee of a premises, site or location has been added to the policy as an additional insured with respect to the **insured's** ongoing operations performed for that additional insured at such premises, site or location; and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured** other than that additional insured.

If **other insurance** applies to damages covered by this policy, this policy will apply excess of such **other insurance**. However, this provision will not apply:

- (1) If the **other insurance** is written to be excess of this policy.
- (2) With respect to Insuring Agreement A only, if you have agreed in a written contract with another person or organization that this policy shall be primary and non-contributory with such other person or entity's coverage, but only with respect to damages arising out of insured operations or work on your behalf performed under such written contract. When this Paragraph (2) applies, the coverage available to the other person or organization will be the lesser of the policy's Limits of Insurance or the minimum limits required by such written contract. In that case, **other insurance** of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.
- (3) Nothing in this Condition (M) shall make this policy subject to the terms, conditions and limitations of such **other insurance**.

(N) **Premium**

- (1) The **first named insured** shall be responsible for payment of all premiums when due.
- (2) The premium for this policy shall be computed on the basis set forth in Declarations Item 6. At the beginning of the **policy period**, the **first named insured** must pay us the Premium shown in Declarations Item 6.
- (3) When this policy expires or is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the original premium paid, you will promptly pay us the difference. If the earned premium is less than the original premium paid, we will return the difference to you. But in any event, we shall retain the Minimum Premium as shown in Declarations Item 6 for each twelve (12) months of the **policy period**.

(O) **Separation of Insureds**

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to you, this insurance applies as if each **insured** were the only **insured**, and separately to each **insured** against whom **claim** is made or **suit** is brought.

(P) **Transfer of Rights of Recovery**

- (1) If any **insured** has the right to recover all or part of any payment we have made under this policy, those rights are transferred to us. You must do nothing after **loss** to impair these rights and must help us enforce them. If, prior to the time of an **occurrence**, you and the insurer of **scheduled underlying insurance** waive any right of recovery against a specific person or organization for injury or damage as required under an **insured contract**, we also will waive any rights it may have against such person or organization.
- (2) Any recoveries shall be applied as follows:
 - (a) Any person or organization, including you, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective July 1, 2024

Policy No. CWC740986505

Endorsement No.

Insured BECK GROUP HOLDINGS, LLC

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 06 90**

(Ed. 0616)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION (INCLUDING NONPAYMENT OF PREMIUM) TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

| Name of Person(s) or Entity(ies) | Mailing Address: | Number of Days Advanced Notice of Cancellation: |
|--|---------------------------------------|---|
| AS PER SCHEDULE ON FILE WITH COMPANY. | AS PER SCHEDULE ON FILE WITH COMPANY. | 30 |

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: July 1, 2024 Policy No.: CWC740986505 Endorsement No.: _____

Insured: BECK GROUP HOLDINGS, LLC.

Insurance Company: XL Specialty Insurance Company

Countersigned by: _____

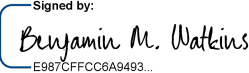
Certificate Of Completion

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| Subject: Please Sign: 24RFP020124K-JA Design-Build Services for N. Fulton HHS Center BOC 11-20-24, 24-0797 | | |
| Parcel ID: | | |
| Source Envelope: | | |
| Document Pages: 119 | Signatures: 6 | Envelope Originator: |
| Certificate Pages: 6 | Initials: 0 | Janett L. Adams |
| AutoNav: Enabled | Stamps: 2 | 141 Pryor Street |
| Envelopeld Stamping: Enabled | | Purchasing & Contract Compliance, Suite 1168 |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada) | | Atlanta, GA 30303 |
| | | janett.adams@fultoncountyga.gov |
| | | IP Address: 73.237.197.196 |

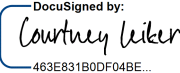

Record Tracking

| | | |
|--------------------------------------|---------------------------------|--------------------|
| Status: Original | Holder: Janett L. Adams | Location: DocuSign |
| 12/10/2024 10:25:26 AM | janett.adams@fultoncountyga.gov | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Fulton County Government | Location: DocuSign |

Signer Events

| Signer Events | Signature | Timestamp |
|--|--|---|
| Benjamin M. Watkins benwatkins@beckgroup.com Regional Director The Beck Group Security Level: Email, Account Authentication (None) | <div>Signed by:  E987CFFCC6A9493...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 108.237.189.213 Signed using mobile</div> | Sent: 12/10/2024 4:46:58 PM Viewed: 12/10/2024 4:59:29 PM Signed: 12/18/2024 6:30:32 PM |

Electronic Record and Signature Disclosure:
Accepted: 12/10/2024 4:59:29 PM
ID: c952dae3-72f2-4e90-8165-d242d7051916

| | | |
|---|--|---|
| Courtney Leiker CourtneyLeiker@beckgroup.com Beck Security Level: Email, Account Authentication (None) | <div>DocuSigned by:  463E831B0DF04BE...</div> <div></div> <div>Signature Adoption: Pre-selected Style Using IP Address: 69.109.128.141</div> | Sent: 12/18/2024 6:30:35 PM Viewed: 12/18/2024 7:31:57 PM Signed: 12/18/2024 7:53:49 PM |
|---|--|---|

Electronic Record and Signature Disclosure:
Accepted: 12/18/2024 7:31:57 PM
ID: 4ba1cb08-cc29-4768-8edd-d885e03b7d35

| | | |
|--|--|---|
| Courtney Leiker CourtneyLeiker@beckgroup.com Beck Security Level: Email, Account Authentication (None) | <div>Completed</div> <div>Using IP Address: 69.109.128.141</div> | Sent: 12/18/2024 8:16:46 PM Viewed: 12/18/2024 8:17:23 PM Signed: 12/18/2024 8:25:58 PM |
| Electronic Record and Signature Disclosure: Accepted: 12/18/2024 8:17:23 PM ID: ec3c644c-b11e-4b2d-b3df-692d256b8ddf | | |

| Signer Events | Signature | Timestamp |
|---|--|--|
| <p>Janett L. Adams janett.adams@fultoncountyga.gov Assistant Purchasing Agent Fulton County Government Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <p>Completed</p> <p>Using IP Address: 73.237.197.196 Signed using mobile</p> | <p>Sent: 12/18/2024 7:53:51 PM Resent: 12/18/2024 8:26:02 PM Viewed: 12/18/2024 7:54:27 PM Signed: 12/18/2024 8:27:07 PM</p> |
| <p>Joseph Davis Joseph.Davis@fultoncountyga.gov Director Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/18/2024 8:31:54 PM ID: 57bd2345-5eed-4cc1-b51b-2881f7146d71</p> | <p>Signed by:  B20364A88008422...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 166.137.19.70 Signed using mobile</p> | <p>Sent: 12/18/2024 8:26:02 PM Viewed: 12/18/2024 8:31:54 PM Signed: 12/18/2024 8:32:12 PM</p> |
| <p>Denval Stewart denval.stewart@fultoncountyga.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <p>Signed by:  8B574564AFF0466...</p> <p>Signature Adoption: Drawn on Device Using IP Address: 107.115.112.59 Signed using mobile</p> | <p>Sent: 12/18/2024 8:32:16 PM Resent: 12/19/2024 4:20:03 PM Viewed: 12/21/2024 12:46:19 PM Signed: 12/21/2024 12:47:48 PM</p> |
| <p>Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8</p> | <p>Completed</p> <p>Using IP Address: 68.208.197.4</p> | <p>Sent: 12/21/2024 12:47:52 PM Viewed: 12/23/2024 9:26:46 AM Signed: 12/23/2024 9:29:17 AM</p> |
| <p>Robert L. Pitts harriet.thomas@fultoncountyga.gov Chairman Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/23/2024 12:11:24 PM ID: 5cdded09-61d2-4a75-829b-428e8672059b</p> | <p>Signed by:  14E1B4AA5F6A44A...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4</p> | <p>Sent: 12/23/2024 9:29:22 AM Viewed: 12/23/2024 12:11:24 PM Signed: 12/23/2024 12:11:32 PM</p> |
| <p>Tonya R. Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p> | <p>DocuSigned by:  EEC476C4837648D...</p> <p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4</p> | <p>Sent: 12/23/2024 12:11:37 PM Viewed: 12/23/2024 1:57:52 PM Signed: 12/23/2024 1:58:02 PM</p> |
| <p>Electronic Record and Signature Disclosure:</p> | | |

| Signer Events | Signature | Timestamp |
|---|---|---|
| Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4 Janett L. Adams janett.adams@fultoncountyga.gov Assistant Purchasing Agent Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | Completed Using IP Address: 76.17.120.16 Signed using mobile | Sent: 12/23/2024 1:58:07 PM Viewed: 12/23/2024 2:03:17 PM Signed: 12/23/2024 2:03:43 PM |
| 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: 12/23/2024 2:03:48 PM Viewed: 12/23/2024 2:39:51 PM |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
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| Envelope Updated | Security Checked | 12/18/2024 8:18:57 PM |
| Certified Delivered | Security Checked | 12/23/2024 2:03:17 PM |
| Signing Complete | Security Checked | 12/23/2024 2:03:43 PM |
| Completed | Security Checked | 12/23/2024 2:03:48 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Fulton County, Georgia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: glenn.king@fultoncountyga.gov

To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Fulton County, Georgia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|----------------------------|---|
| 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 |
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