



**FULTON  
COUNTY**

**CONTRACT**

**#23ITB138741K-JAJ(E)**

**TASK ORDER CONTRACT FOR  
MINOR CONSTRUCTION**

**DEPARTMENT OF REAL ESTATE AND ASSET  
MANAGEMENT**

## OWNER - CONTRACTOR AGREEMENT

### #23ITB138741K-JAJ (E) TASK ORDER CONTRACT FOR MINOR CONSTRUCTION

Contractor: Osprey Management, LLC. Project No. 23ITB138741K-JAJ  
1040 Powers Ferry Rd. Bldg. 26 Suite 200  
Address: Marietta, Georgia 30067 Telephone: 770-726-2556

Contact: Kelvin King Email: [kking@contractosprey.com](mailto:kking@contractosprey.com)

THIS AGREEMENT is effective as of the 1<sup>st</sup> day of January, 2024, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions
- Exhibit C: Addenda (Not Applicable)
- 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 One Million Two Hundred Thousand Dollars and No Cents, (**\$1,200,000.00**) 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: #23ITB138741K-JAJ

Task Order Contract for Minor Construction

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within **365** calendar days from the Notice to Proceed or the date work begins, whichever comes first. This project has three (3) one (1) year renewal options. 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.

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 Commissioner on Wednesday, January 10<sup>th</sup>, 2024; Item #24-0014(E)

[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**

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

CONTRACTOR:

**OSPREY MANAGEMENT, LLC**

DocuSigned by:

*kelvin king*

Kelvin King,  
President / CEO

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix Seal)



APPROVED AS TO FORM:

DocuSigned by:

*Dennal Stewart*

Office of the County Attorney

ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

DocuSigned by:

*M. King*

Notary Public

APPROVED AS TO CONTENT:

DocuSigned by:

*Joseph Davis*

Joseph N. Davis, Director  
Real Estate and Asset Management

County: Cobb

Commission Expires: 03/21/26

DocuSigned by:  
(Affix Notary Seal)



ITEM#: _____ RCS: _____	ITEM#: 24-0014 RM: 1/10/2024
RECESS MEETING	REGULAR MEETING

END OF SECTION

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## SECTION 8 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 Real Estate and Asset Management Department as the Construction Manager.

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

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

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

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

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

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

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

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

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

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

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

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

Project Manual - The Contract Documents.

Provide - shall mean to furnish and install.

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

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

#### **00700-4 CODES**

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

#### **00700-5 REVIEW OF CONTRACT DOCUMENTS**

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency

or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

#### **00700-6 STRICT COMPLIANCE**

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

#### **00700-7 APPLICABLE LAW**

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

#### **00700-8 PERMITS, LICENSES AND BONDS**

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

#### **00700-9 TAXES**

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time

bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

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

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

#### **00700-10 DELINQUENT CONTRACTORS**

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

#### **00700-11 LIEN WAIVERS**

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

#### **00700-12 MEASUREMENT**

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

#### **00700-13 ASSIGNMENT**

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

**00700-14 FOREIGN CONTRACTORS**

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

**00700-15 INDEMNIFICATION**

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

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

**00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS**

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

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

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



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

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

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

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

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

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

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

#### **00700-17 ADMINISTRATION OF CONTRACT**

The Construction Manager shall provide administration services as hereinafter described.

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

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

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

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

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

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

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

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Real Estate and Asset Management 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**

##### **A. 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

**B. 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.

**C. 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:

1. 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.
2. 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.

**D. PROTECTION OF THE WORK**

1. 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.
2. 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.

**E. 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.

**F. 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.

**G. 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.

**H. 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:
  - a. 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
  - b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

**00700-45 RECORDS**

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and

any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

**00700-46 DEDUCTIONS**

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

**00700-47 REIMBURSEMENT OF THE COUNTY**

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

**00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES**

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

**00700-49 COMMENCEMENT AND DURATION OF WORK**

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

work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

**00700-50 TIME OF THE ESSENCE**

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

**00700-51 IMPACT DAMAGES**

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

**00700-52 DELAY**

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

**00700-53 INCLEMENT WEATHER**

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

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

**00700-54 DELAY - NOTICE AND CLAIM**

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

**00700-55 STATEMENT OF CLAIM - CONTENTS**

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

**00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR**

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

**00700-57 DILIGENCE**

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

**00700-58 SET-OFFS**

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

**00700-59 REMEDIES CUMULATIVE**

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

**00700-60 TITLE TO MATERIALS**

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

the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

**00700-61 INSPECTION OF MATERIALS**

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

**00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING**

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

**00700-63 MATERIALS INCORPORATED IN WORK**

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

**00700-64 STORAGE OF MATERIALS**

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

**00700-65 PAYROLL REPORTS**

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

**00700-66 CONTRACTORS' REPRESENTATIVE**

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor'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](mailto: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 (5) percent of the estimated value of the work performed. At the substantial completion of the work or as otherwise provided in the contract documents, if the County's authorized contract representative determines that the work is reasonably satisfactory, the County will pay the retainage to the contractor within thirty (30) days of being invoiced and after any other documentation required by the contract documents is provided. If there are any remaining incomplete items at that time, an amount equal to two hundred (200) percent of the value of each item shall be withheld until such items are completed. The retainage of each subcontractor may be released separately as the subcontractor completes his or her work, at the discretion of the owner and with the approval of the contractor.

**00700-75 PAYMENT OF SUBCONTRACTORS**

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

**00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS**

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

**00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK**

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

**00700-78 PAYMENTS IN TRUST**

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

**00700-79 JOINT PAYMENTS**

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

**00700-80 RIGHT TO WITHHOLD PAYMENT**

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

**00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION**

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

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

**00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION**

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

**00700-83 COMMENCEMENT OF WARRANTIES**

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

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

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

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

**00700-85 DOCUMENTATION OF COMPLETION OF WORK**

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

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;
- b. The surety's consent to final payment; and
- c. 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****A. CHANGE ORDERS**

1. 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.
2. 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.
3. 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:
  - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
  - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - d. By the method provided in Subparagraph A4 below.
4. 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.

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

- c. 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.
6. 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:
  - a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
  - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
  - c. 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.
  - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
  - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
7. 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.
8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

**B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS**

1. 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.

2. 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.
3. 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.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. 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".

**C. REQUESTS FOR ADDITIONAL COST**

1. 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.
2. 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.

**D. 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.

**E. BONDS**

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

**00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE**

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

**00700-89 NO WAIVER OF REMEDIES**

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

**00700-90 LAND AND RIGHTS-OF-WAY**

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

**00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION**

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

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

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



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

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**EXHIBIT A**  
**FINAL AFFIDAVIT**

TO FULTON COUNTY, GEORGIA

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

\_\_\_\_\_  
Signature\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Notary Public\_\_\_\_\_  
My Commission expires

END OF SECTION

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**SECTION 9****SPECIAL CONDITIONS****SECTION 01010 – SUMMARY OF WORK****1.01 Description**

- A. The work includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a General Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures, or other real property. All work shall be in conformance with the contract documents, drawings and Fulton County Standards and Specifications. Being this is a miscellaneous standby contract; the location of the work will be in various locations throughout Fulton County. Projects will be assigned by issuance of a Notice to Proceed (NTP) for that individual project.

**1.02 Project Location**

The projects will be located at various locations throughout Fulton County, GA.

**1.03 Quantities**

The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

**1.04 Partial Owner Occupancy**

The existing facilities to which these improvements are being made will continue operation during the period of construction.

**1.05 Coordination of Work**

- A. The Contractor shall coordinate the work with third parties (such as power, natural gas, or telephone companies) in areas where such parties may have rights to underground property or facilities.
- B. The Contractor shall request from involved third parties maps or other descriptive information as to the nature and location of such underground facilities or property. The Contractor shall make all necessary investigations to determine the existence and location of underground utilities.

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- C. The Contractor will be held responsible for any damage to and for maintenance and protection of existing utilities and structures.
- D. The Contractor shall coordinate the work with owners of private and public property where access is required for the performance of the work. Legal access will be acquired and provided by the Owner.

***END OF SECTION***

## **SECTION 01016**

### **OCCUPANCY**

#### **Part 1 General Requirements**

##### **1.01 Partial Occupancy By Owner**

Whenever, in the opinion of the Engineer, any section or portion of the Work or any structure is in suitable condition, it may be put into use upon the written order of the Engineer and such usage will not be held in any way as an acceptance of said Work or structure, or any part thereof, or as a waiver of any of the provisions of these Specifications and the Contract. Pending final completion and acceptance of the Work, all necessary repairs and replacements, due to defective materials or workmanship or operations of the Contractor, for any section of the Work so put into use shall be performed by the Contractor at Contractor's own expense.

***END OF SECTION***



## **SECTION 01060**

### **REGULATORY REQUIREMENTS**

#### **Part 1 General**

##### **1.01 Scope**

- A. Permits and Responsibilities: The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, including building permits, and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the Work.
  - 1. In addition, City Work Permits, Right of Way Encroachment permits, plumbing permits and similar type permits, and all appropriate licenses are the responsibility of the Contractor.
  - 2. If land disturbance permits, DOT permits, or easements are required, they will be obtained by the County as part of the design process.
- B. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.
- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the Work, except for any completed unit of construction thereof which may heretofore have been accepted.

***END OF SECTION***

**SECTION 01091****CODES AND STANDARDS****Part 1 General****1.01 Description**

A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for Bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.

B. The inclusion of an organization under one (1) category does not preclude that organization's standards from applying to another category.

C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.

D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.

E. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 1.02.

**1.02 Standard Organizations****A. Piping and Valves**

ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
DIPRA	Ductile Iron Pipe Research Association
FCI	Fluid Controls Institute
MSS	Manufacturers Standardization Society
NCPI	National Clay Pipe Institute
NSF	National Sanitation Foundation
PPI	Plastic Pipe Institute
Uni-BellPVC	Pipe Association

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## B. Materials

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials

## C. Painting and Surface Preparation

NACE	National Association of Corrosion Engineers
SSPC	Steel Structures Painting Council

## D. Electrical and Instrumentation

AEIC	Association of Edison Illuminating Companies
AIEE	American Institute of Electrical Engineers
EIA	Electronic Industries Association
ICEA	Insulated Cable Engineers Association
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	ISA – The Instrumentation, Systems, and Automation Society
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
REA	Rural Electrification Administration
TIA	Telecommunications Industries Association
UL	Underwriter's Laboratories
VRCI	Variable Resistive Components Institute

## E. Aluminum

AA	Aluminum Association
AAMA	American Architectural Manufacturers Association

## F. Steel and Concrete

ACI	American Concrete Institute
AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
CRSI	Concrete Reinforcing Steel Institute
NRMA	National Ready Mix Association
PCA	Portland Cement Association
PCI	Pre-Stressed Concrete Institute

## G. Welding

ASME	American Society of Mechanical Engineers
AWS	American Welding Society

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Special Conditions

Division 1 - General Requirements

## H. Government and Technical Organizations

AIA	American Institute of Architects
APHA	American Public Health Association
APWA	American Public Works Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineers
CFR	Code of Federal Regulations
CSI	Construction Specifications Institute
EDA	Economic Development Administration
EPA	Environmental Protection Agency
FCC	Federal Communications Commission
FmHA	Farmers Home Administration
FS	Federal Specifications
IAI	International Association of Identification
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
NBFU	National Board of Fire Underwriters
(NFPA)	National Fluid Power Association
NBS	National Bureau of Standards
NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
USDC	United States Department of Commerce
WEF	Water Environment Federation

## I. General Building Construction

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association
DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association

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Special Conditions

Division 1 - General Requirements

NAAMM	National Association of Architectural Metal Manufacturers
NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association
NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
RMA	Rubber Manufacturers Association
SBC	SBCC Standard Building Code
SDI	Steel Door Institute
SIA	Scaffold Industry Association
SMA	Screen Manufacturers Association
SPRI	Single Ply Roofing Institute
TCA	Tile Council of America
UBC	Uniform Building Code

## J. Roadways

AREA	American Railway Engineering Association
DOT	Department of Transportation
SSRBC	Standard Specifications for Construction of Transportation Systems, Georgia Department of Transportation

## K. Plumbing

AGA American Gas Association  
 NSF National Sanitation Foundation  
 PDI Plumbing Drainage Institute  
 SPC SBCC Standard Plumbing Code

## L. Refrigeration, Heating, and Air Conditioning

AMCA	Air Movement and Control Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CGA	Compressed Gas Association
CTI	Cooling Tower Institute
HEI	Heat Exchange Institute
IIAR	International Institute of Ammonia Refrigeration
NB	National Board of Boilers and Pressure Vessel Inspectors
PFMA	Power Fan Manufacturers Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SMC	SBCC Standard Mechanical Code
TEMA	Tubular Exchangers Manufacturers Association

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Special Conditions

Division 1 - General Requirements

M. Equipment

AFBMA Anti Friction Bearing Manufacturers Association, Inc.  
AGMA American Gear Manufacturers Association  
ALI Automotive Lift Institute  
CEMA Conveyor Equipment Manufacturers Association  
CMAA Crane Manufacturers Association of America  
DEMA Diesel Engine Manufacturers Association  
MMA Monorail Manufacturers Association  
OPEI Outdoor Power Equipment Institute, Inc.  
PTI Power Tool Institute, Inc.  
RIA Robotic Industries Association  
SAMA Scientific Apparatus Makers Association

**1.03 Symbols**

Symbols and material legends shall be as scheduled on the Drawings.

***END OF SECTION***

## **SECTION 01200**

### **PROJECT MEETINGS**

#### **Part 1 General**

##### **1.01 Scope**

- A. Work under this Section includes all scheduling and administering of pre-construction and progress meetings as herein specified and necessary for the proper and complete performance of this Work.
- B. Scheduling and Administration by Engineer:
  - 1. Prepare agenda.
  - 2. Make physical arrangements for the meetings.
  - 3. Preside at meetings.
  - 4. Record minutes and include significant proceedings and decisions.
  - 5. Distribute copies of the minutes to participants.

##### **1.02 Preconstruction Conference**

- A. The Engineer shall schedule the preconstruction conference prior to the issuance of the Notice to Proceed.
- B. Representatives of the following parties are to be in attendance at the meeting:
  - 1. Owner.
  - 2. Engineer.
  - 3. Contractor and superintendent.
  - 4. Major subcontractors.
  - 5. Representatives of governmental or regulatory agencies when appropriate.
- C. The agenda for the preconstruction conference shall consist of the following as a minimum:
  - 1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.
  - 2. Critical work sequencing.
  - 3. Designation of responsible personnel and emergency telephone numbers.
  - 4. Processing of field decisions and change orders.
  - 5. Adequacy of distribution of Contract Documents.

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Special Conditions

Division 1 - General Requirements

6. Schedule and submittal of shop drawings, product data and samples.
7. Pay request format, submittal cutoff date, pay date and retain age.
8. Procedures for maintaining record documents.
9. Use of premises, including office and storage areas and Owner's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Work hours.

### **1.03 Project Coordination Meetings**

Project Coordination Meetings may be requested at any time at the discretion of the Owner, Engineer or Contractor. The party requesting a meeting shall provide the other two (2) parties with as much notice as possible, as well as a written agenda for such meeting.

***END OF SECTION***



**SECTION 01210****INSPECTION OF WORK****Part 1 General****1.01 Scope**

- A. The work covered by this Section includes the Engineer's and Contractor's responsibilities and obligations regarding inspection of the work performed.

**1.02 Engineer's Inspection**

- A. The Engineer shall have the right of access to and inspection of the work at all times. Materials, equipment and products shall be subject to the Engineer's review as specified herein.
- B. The Engineer is responsible for general surveillance of the work on behalf of the Owner. The Engineer is not responsible for construction means, methods, sequences, or procedures or for safety precautions and programs in connection with the work. The Engineer is not responsible for supervision of the work and shall not give instruction to the Contractor's personnel as to methods of execution of the work. The Engineer is not responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

**1.03 Contractor's Duties**

- A. The Contractor is responsible for all materials, equipment, methods, and procedures in execution of the work.
- B. The Contractor shall correct to the satisfaction of the Engineer any work or material found to be defective or of deficient quality. Such corrections shall be made by the Contractor at no additional expense to the Owner.

**1.04 Right of Entry**

- A. Representatives of Fulton County, the Environmental Protection Division of the Georgia Department of Natural Resources, and the U.S. Department of Agriculture, Soil Conservation Services and others as may be identified by the Owner shall have access to the work wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

**Part 2 Products (Not Used)****Part 3 Execution (Not Used)****END OF SECTION**

## **SECTION 01710**

### **SERVICES CLEANING**

#### **Part 1 General**

##### **1.01 Scope**

This Section covers the general cleaning which the Contractor shall be required to perform both during construction and before final acceptance of the Project unless otherwise shown on the Drawings or specified elsewhere in these Specifications.

##### **1.02 Quality Assurance**

- A. Daily, and more often if necessary, conduct inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

##### **1.03 Hazardous Material and Waste**

- A. Contractor shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall also be disposed of in approved landfills as applicable.
- B. Contractor shall prevent accumulation of wastes which create hazardous conditions.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed.
- D. Disposal of hazardous wastes or materials into sanitary or storm sewers shall not be allowed.

##### **1.04 Disposal of Surplus Materials**

Unless otherwise shown on the Drawings, specified or directed, the Contractor shall legally dispose offsite all surplus materials and equipment from demolition and shall provide suitable offsite disposal site, or utilize a site designated by the Owner.

#### **Part 2 Products**

##### **2.01 Cleaning Materials and Equipment**

Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

### 1.01 Compatibility

Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Engineer.

## Part 3 Execution

### 3.01 Progress Cleaning

#### A. General

1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work.
2. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

#### B. Site

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. Restack materials stored on site weekly.
3. At all times maintain the site in a neat and orderly condition which meets the approval of the Engineer.

### 3.02 Final Cleaning

- A. Definitions: Unless otherwise specifically specified, "clean" for the purpose of this Article shall be interpreted as the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.
- B. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in 3.01 above.
- C. Site: Unless otherwise specifically directed by the Engineer, hose down all paved areas on the site and all public sidewalks directly adjacent to the site; rake clean other surfaces of the grounds. Completely remove all resultant debris.
- D. Post Construction Cleanup: All evidence of temporary construction facilities, haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, as directed by the Engineer.

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- E. Restoration of Landscape Damage: Any landscape feature damaged by the Contractor shall be restored as nearly as possible to its original condition at the Contractor's expense. The Engineer will decide what method of restoration shall be used.
- F. Timing: Schedule final cleaning as approved by the Engineer to enable the Owner to accept the Project.

### **3.03 Cleaning During Owner's Occupancy**

Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Engineer in accordance with the Supplementary Conditions of the Contract Documents.

***END OF SECTION***

**SECTION 01740****WARRANTIES AND BONDS****Part 1 General****1.01 Project Maintenance and Warranty**

- A. Maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by the Owner.
- B. Contractor shall warrant for a period of one (1) year from the date of Owner's written acceptance of certain segments of the Work and/or Owner's written final acceptance of the Project, as defined in the Contract Documents, that the completed Work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one (1) year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new twelve (12) month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two (2) or more successive failures of the same kind in the same item or failures of the same kind in two (2) or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over or under lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted

from the scope of the one (1) year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and re-warranted for one (1) year.

- E. Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the Owner.
- G. Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one (1) year from the date of final acceptance. In the event the repairs and maintenance are not made immediately and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.
- H. In the event the Contractor fails to proceed to remedy the defects upon notification within fifteen (15) days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- I. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

**END OF SECTION**

# **EXHIBIT C**

# **ADDENDA**



**FULTON  
COUNTY**

**Date: November 10, 2023**

**Project Number: 22ITB1366384K-JAJ**

**Project Title: Task Order Contract for Minor Construction**

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

**ADDENDUM NO. 1**

1. Questions and Answers.
2. Table below answers Q2.

VENDORS	2021	2022	2023
A	\$929,242.00	\$127,406.51	Did not renew
B	\$249,185.00	\$947,913.01	\$666,867.01
C	\$996,483.86	\$1,085,925.48	\$987,715.32
D	\$1,132,366.86	\$1,326,339.82	\$736,527.12
E	\$888,794.11	\$780,489.91	\$867,912.73
F	\$366,539.07	\$616,408.01	\$429,935.30

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 1, # 3 of the Instructions to Bidders of the ITB.

This is to acknowledge receipt of Addendum No.1, 10th day of November, 2023.

Kelvin D. King

Legal Name of Bidder/Proposer

Signature of Authorized Representative

President/Owner

Title



## Questions & Answers - 1

**Project** 23RFP139070K-JAJ - Progressive Design/Build Campbellton Pump Station  
**Buying Organization** Fulton County Government

No	Question/Answer	Question Date
Q1	<p><b>Question: Location of Forms</b></p> <p>What section do you want the forms to go in? Can we make a separate Appendix for the forms?</p> <p><b>Answer:</b> Adhere to the bid list as indicated in Bid Net. The acknowledgement of addenda may be labeled as an appendix in your submittal.</p>	01/12/2024
Q2	<p><b>Question: Bidder Qualification Statement</b></p> <p>Section 4 – Past Performance / Relevant Project Experience. The last line asks to “Complete the Statement of Bidder’s Qualifications in Section 7. Section 7 (on page 75) is titled “Statement of Bidder’s Qualifications and Safety Record Form”, however the page is blank and doesn’t have any forms. Were they left out?</p> <p><b>Answer:</b> See attachment to Addendum 1.</p>	01/12/2024
Q3	<p><b>Question: Technical Approach</b></p> <p>1. Please consider extending the Technical Approach to more than 3 pages? It’s difficult to answer the required info as well as discuss technical aspects within three pages. (Note resumes are allowed 3 pages per person, but they could be limited to 2 per person max to limit overall pages.</p> <p><b>Answer:</b> The Technical Approach is extended to five pages.</p>	01/16/2024
Q4	<p><b>Question: Page Size Consideration</b></p> <p>2. Can we use 11x17 pages for graphic purposes?</p> <p><b>Answer:</b> No. 11x17 pages may not be used.</p>	01/16/2024
Q5	<p><b>Question: Pump Station Site Location</b></p> <p>3. Please confirm preferred site of pump station.</p> <p><b>Answer:</b> See Addendum 1.</p>	01/16/2024
Q6	<p><b>Question: Site Visit Contact</b></p> <p>4. Who is our contact for a site visit to the proposed pump station site?</p> <p><b>Answer:</b> See Addendum 1.</p>	01/16/2024

# **EXHIBIT D**

## **BID FORMS**

**BID FORM**

Submitted To: Fulton County Government

Submitted By: Osprey Management**For: # 23ITB138741K-JAJ TASK ORDER CONTRACT FOR MINOR CONSTRUCTION PROJECTS**Submitted on 15 November, 2023.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid 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 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 COST MULTIPLIER IS ONE OF THE FACTOR UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED ALONG WITH THE BIDDER'S ABILITY TO MEET BONDING CAPACITY REQUIREMENTS AND/OR VARIABLE OPEN LINES OF CREDIT FROM SUPPLIERS. ALL OF THESE FACTORS WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**OVERALL ADJUSTMENT FACTOR TO BE APPLIED AGAINST THE R.S. MEANS BUILDING CONSTRUCTION COST DATA UNIT PRICING. THIS FACTOR IS APPLIED AGAINST THE TOTAL COST, WHICH INCLUDES OVERHEAD AND PROFIT.**

0.9949  
(R.S. MEANS)

Zero Point Nine Nine Four Nine Percent  
(R.S. MEANS in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

**BASE BID AMOUNT**

The above Bidder is:

- ☐ An Individual  
☒ A Company  
☐ A Corporation  
☐ A Partnership  
☐ A Joint Venture consisting of

For the performance of the work as stated in this Invitation to Bid, we bid the following adjustment factor. (Utilize four decimal places; example: 0.000).

**Overall Adjustment Factor to be applied against the R S Means Building**Construction Cost Data unit pricing: 0.9949Company: Osprey ManagementSignature: Name: Kelvin D. KingTitle: President/OwnerDate: 15 November 2023

**23ITB138741K-JAJ**  
**Task Order Contract for Minor Construction Projects****Section 2**  
**Bid Form**

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

ADDENDUM #	<u>1</u>	DATED	<u>10 Nov 23</u>
ADDENDUM #	<u>                    </u>	DATED	<u>                    </u>
ADDENDUM #	<u>                    </u>	DATED	<u>                    </u>
ADDENDUM #	<u>                    </u>	DATED	<u>                    </u>

**BIDDER:** Osprey ManagementSigned by: Kelvin D. King  
**[Type or Print Name]**Title: President/OwnerBusiness Address: 1640 Powers Ferry Road,  
Bldg 26, Suite 200,  
Marietta, GA 30067Business Phone: 770.726.2556

**23ITB138741K-JAJ**  
**Task Order Contract for Minor Construction Projects****Section 2**  
**Bid Form**

Note: If the Bidder is a corporation, the Bid 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 Bid, as principals, are as follows:

<b>Name</b>	<b>Address</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**END OF SECTION**

**EXHIBIT E**

**BOND AFFIRMATION LETTER**





**USI Insurance Services  
National, Inc.**  
1 Concourse Parkway NE  
Suite 700  
Atlanta, GA 30328

June 15, 2023



**RE: Bonding** [REDACTED]

To whom it my concern:

It is our understanding that our client, **Osprey Management, LLC**, is bidding with you on some upcoming projects. As such, it is our pleasure to inform you that **Osprey Management, LLC** is in excellent standing with their surety, **Nationwide Mutual Insurance Company** and has the bonding limits of **\$5,000,000 single job and \$10,000,000 aggregate to support performance and payment bonds if awarded**. Any decision regarding the extension of bonding however is between **Osprey Management, LLC** and **Nationwide Mutual Insurance Company** and no liability extends to third parties in its absence.

**Nationwide Mutual Insurance Company** is rated **A+ XV (Outstanding)** by AM Best Company, the industry's leading independent rating agency. In addition, they are also listed with the U.S. Treasury Department as an approved Surety Company.

**Osprey Management, LLC** enjoys an outstanding reputation, and our firm is proud to be associated with them. If you need any additional information, please feel free to call me.

Best Regards,

A handwritten signature in blue ink, appearing to be "E. Mooney", written over a horizontal line.

Edward P. Mooney  
Attorney In Fact  
678-777-4668



**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ANNETTE WISONG; BRIAN MCCARTER; EDWARD P MOONEY; JOSEPH R WILLIAMS; REBECCA E HOWARD; SARAH HACOCC;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC6270117  
Qualified in New York County  
Commission Expires October 19, 2024

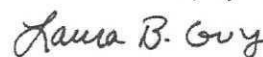


Notary Public  
My Commission Expires  
October 19, 2024

**CERTIFICATE**

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of June, 2023.

Assistant Secretary

**EXHIBIT F**

**SCOPE OF WORK & TECHNICAL  
SPECIFICATIONS**

**SECTION 4****SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

The Department of Real Estate and Asset Management's (DREAM) Task Order Contract for Minor Construction Projects, formerly referred to as "Fast Track" (hereinafter called TOC), is a firm-fixed-price indefinite-quantity contract. The work includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a General Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Work Order against the contract.

The successful Bidder shall:

- A. Provide all management, design, labor, materials, equipment, and architectural and engineering support needed to perform the work authorized by work orders issued.
- B. Subscribe to and utilize the latest electronic edition of the R. S. Means Building Construction Cost Data (Standard Edition, hereinafter referred to as "Means Software") for all job assignments. (Note this version uses union wage rates but does include the location factor and quarterly updates.) The software is available via online subscription or CD. The cost of the subscription, or CD, for one (1) seat shall be reimbursed by Fulton County for each year of the term of the contract. Fees for additional users will not be reimbursed by the County.
- C. Submit a cost adjustment factor to be universally applied to the costs included in the Means Software as their Base Bid amount. The awarded Contractor(s) shall base all pricing on work being performed during normal business hours.
- D. For each job assignment, be allowed Special Conditions that are unique to the job conditions that shall not subject to the adjustment factor. Examples of Special Conditions include, but are not limited to:
  - 1. Overtime,
  - 2. Additional security,
  - 3. Specialized equipment to be purchased, or rented, that is necessary for the work, and
  - 4. Coordination with outside contracts or owner provided work.
- E. Upon receiving a job assignment, prepare a cost sheet utilizing the Means Software. The total of the line-item costs shall be multiplied by Bidder's cost adjustment factor. The costs for any Special Conditions and Non-Pre-Priced (NPP) items are itemized and then added to the adjusted cost to generate the total cost for the job assignment.
- F. Deliver the Cost Sheet in the original electronic format to the Fulton County Project Manager for verification of costs.

- G. As TOC requirements are identified, Contractor shall jointly develop a Scope of Work with the County's staff. The General Contractor shall be issued a Request for Proposal Work Order, and based upon the Scope of Work, shall be required to develop a proposal for the work utilizing the Means Software detailed above. The General Contractor shall submit their proposal to the County for review and approval. If the Contractor's proposed units are found reasonable, a work order may be issued at the agreed upon units, which when multiplied by the unit price and contract adjustment factor shall establish the firm fixed price for the work order.
- H. Submit a Safety Plan with response to this Bid that shall be followed to ensure site safety on all jobs. Safety Plan shall reference OSHA requirements.
- I. The procedures for ordering work are covered in the General Conditions.
- The TOC may include what is known as "Non-Pre-Priced items". Non-Pre-Priced (NPP) items may require the establishment of specifications and drawings. Non-Pre-Priced items are bid as cost (lowest of three (3) submitted vendors who have agreed to Special Conditions) plus five percent (5%) overhead and five percent (5%) profit). The procedures for ordering work are covered in the General Conditions.

The Scope of Work and Technical Specifications includes Section 9, Special Conditions Division 1 – General Requirements; 01010 through 01740.

# **EXHIBIT G**

## **EXHIBITS**

23ITB138741K-JAJ

Section10

Task Order Contract for Minor Construction Projects

Exhibits

**EXHIBIT 1**

**STATEMENT OF QUALIFICATIONS  
TECHNICAL COMPETENCE, EXPERIENCE,  
& BUSINESS OPERATIONS**

**(To be submitted with Bid. Additional sheets may be attached)**

1. Number of years of continuous business operation performing construction service?  
10 years
  - a. Is your company a:
   
( ) CORPORATION                      ( ) PARTNERSHIP                      ☒ SOLE PROPRIETOR
  
2. Has Bidder ever participated in a Job Order Contract (JOC) procurement program?  
 (circle response)  
**NO**      (Proceed to question 3)  
**YES.** Provide the following:
  - a. Name of program 17ITB105829K-JD - Standby Construction Program for the Department of Real Estate and Asset Management
  - b. Dates of participation 2017 - 2019
  - c. Program managed by Fulton County
  
3. Within the last 3 years, has Bidder executed 2 or more Work Orders or Contracts within values as follows: (Please state average contract value for "YES" responses)
 

A. Up to \$50,000.00	NO	<input checked="" type="checkbox"/> YES	\$ <u>35,000</u>
B. \$50,001.00 to \$100,000.00	NO	<input checked="" type="checkbox"/> YES	\$ <u>82,000</u>
C. \$100,001.00 to \$200,000.00	NO	<input checked="" type="checkbox"/> YES	\$ <u>160,000</u>
D. Over \$200,000.00	NO	<input checked="" type="checkbox"/> YES	\$ <u>640,000</u>
  
4. How many full-time employees do you currently have? 14
  
5. How many Supervisors/Project Managers? 5
  - a. How many supervisors have had:
 

Less than 3 years supervisory experience	<u>1</u>
3-5 years supervisory experience	<u>0</u>
More than 5 years supervisory experience	<u>4</u>



23ITB138741K-JAJ

Section10

**Task Order Contract for Minor Construction Projects****Exhibits**

6. Provide three (3) construction projects references. Identify any project that is a JOC procurement and provide the POC information below.

Project Name: City of Roswell - Big Creek Boardwalk Repairs

Contact Name and Title: Nick Paserchia - Parks and Rec Project Manager

Company Name: Osprey Management

Address: 38 Hill Street, Roswell, GA 30075

Phone Number: 770.594.6170 Fax Number: N/A

E-mail Address: npaserchia@roswellgov.com

Project Name: Georgia Regional Hospital - Bldg 13, 19, 20 Roof Repairs

Contact Name and Title: Michael Jackson - Director of Maintenance

Company Name: Osprey Management

Address: 3073 Panthersville Rd, Decatur, GA 30034

Phone Number: 404.243.2270 Fax Number: N/A

E-mail Address: michael.jackson@dbhdd.ga.gov

Project Name: Georgia Army National Guard - Canton RC SOAR Construction Project

Contact Name and Title: Viki Moolman - Facilities Project Manager

Company Name: Osprey Management

Address: 1084 Marietta Hwy, Canton, GA 30114

Phone Number: 404.354.7028 Fax Number: \_\_\_\_\_

E-mail Address: viki.s.moolman.nfg@army.mil

7. Provide OSHA EMR rating : 0.96



**OPERATION PLAN**

1. Does your company have a documentable Quality Control, Assurance and Improvement Program? If so, please describe.

Osprey's Quality Control, Assurance and Improvement Program provides systems to identify quality problems, determine the root causes and ways to prevent reoccurrence and, most important, to correct a problem in such a way as to minimize its effect on the project.

Foundational Principles: Osprey bases its quality program on the US Army Corps of Engineers three phase approach to Construction Quality Management. These phases are Preparatory Phase, Initial Phase and Follow Phase. We hold the Construction Quality Management for Contractors Certificate.

Project-Specific Quality Plans: Dependent upon project complexity, we will develop a quality control plan addressing the specific requirements of each project.

Daily Reports: At the close of each day, our Superintendents will prepare detailed written reports for each project.

Quality Monitoring of Subcontracted Work: One important way that we are able to ensure quality workmanship is through our careful pre-qualification of subcontractors. Part of the qualification process is a check of past performance references.

2. Describe your implementation/start-up plan(s) for this ITB.

Start up for the Fulton County Task Order Contract will require the following actions:

1) Staff Assignment: Osprey has project managers with substantial experience working Unit Price Book type projects utilizing both RS Means and Gordian. An initial project manager will be assigned to this contract and additional staff will be added as needed. An initial superintendent will also be assigned to this contract and additional still will be added as needed.

2) Subcontractor Management: Even though Osprey has over 80 subcontractors under master agreement, an effort will be made to enhance our stable of subcontractors in anticipation of substantial volume under this contract. Subcontractors will be subject to the terms and conditions that Fulton County places on Osprey.

3) Scheduling: Osprey's Project Manager for this contract will work with the Fulton County Project Manager to identify priority projects. These project will then be assigned dates/timeliness and schedule for scoping, estimating, award and mobilization. This will insure the most efficient start-up for the benefit of Fulton County.

3. Describe how your company provides relief personnel for employees who do not show up for work.

Osprey assures relief and continuity of our services by assigning "back up" project managers, "back-up" Superintendents as well. Weekly staff meetings are conducted to review in detail, all projects that are in construction. These meetings involve the entire team so that each employee has at least a general understanding of other projects that they may not be involved in. This creates a repeated exposure to projects, which allows Osprey to staff a project without much of a "learning curve" if needed for a "No Show" employee.

Osprey assures relief and continuity of our subcontractor performance by utilizing multiple sub-contractors to each element of work. This ensures that we have a back up subcontractor if our initial subcontractor is removed from the job.

4. Describe how you would handle the Contract Management process.

The Fulton County Task Order Contract program is a streamlined method for Fulton County to acquire construction services. Because of this, oftentimes a well-developed scope of work is not available. Osprey will jointly work with the Fulton County Project Manager to detail out a written Scope of Work that all parties understand and agree on.

Estimating will start after the scoping process. Osprey will keep the same project that scopes a project as the estimator and project manager for the project. All estimates will match the details of the joint scope of work.

Project Management will be performed by the same project manager that scoped and estimated the project. Doing this brings consistency and efficiency to each project. A superintendent will also be assigned to each project. Invoicing will also be the responsibility of the Project Manager and will be tracked by Osprey's project controls staff.

Close Out Management: A closeout plan for each project will be developed as early as the scope development stage, reviewed throughout construction, and finalized as work nears completion. This plan will include all scheduled inspections, a list of any required items for submittal, closeout dates for all functions, and identification of personnel assigned to closeout functions. Final waivers will be provided for each project.

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5. Describe your commitment to maintaining County facilities per the specifications and following the instructions provided.

All work performed and completed by Osprey will be warrantied for one full year as required in the terms and conditions. Osprey will also receive warranty documents from all subs and suppliers.

During construction, Osprey will ensure that the Fulton County Project Manager is informed daily on project status and any issues that may have occurred. Any facilities shut downs will be scheduled more than 42 hours in advance to ensure proper coordination.

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# **EXHIBIT H**

## **PURCHASING FORMS**

STATE OF GEORGIA

COUNTY OF FULTON

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

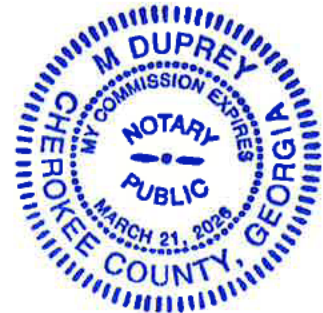
By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor] Osprey Management on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

672162

EEV/Basic Pilot Program\* User Identification Number

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

President/OwnerTitle of Authorized Officer or Agent of ContractorKelvin D. KingPrinted Name of Authorized Officer or AgentSworn to and subscribed before me this 15th day of November, 2023.Notary Public: [Signature]County: Cherokee CountyCommission Expires: 21 March 2026

<sup>1</sup>O.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.

<sup>2</sup>\*[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 services<sup>3</sup> under a contract with **[insert name of prime contractor]** Osprey Management behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

511664

EEV/Basic Pilot Program\* User Identification Number

SSD CONTRACTING LLCBY: Authorized Officer of Agent  
(Insert Subcontractor Name)PRESIDENT

Title of Authorized Officer or Agent of Subcontractor

MICHAEL GORMAN

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15TH day of NOVEMBER, 2023Notary Public: County: DekalbCommission Expires: 06/09/25

<sup>3</sup>O.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.

<sup>4</sup>[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].

23ITB138741

Task Order Contract for Minor Construction Projects

Section 6  
Purchasing Forms & Instructions

## 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 services<sup>3</sup> under a contract with [insert name of prime contractor] Asprey Management behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

279354  
EEV/Basic Pilot Program\* User Identification Number

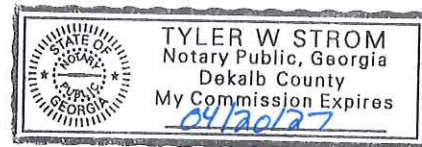
[Signature]  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name) Carnes Contract Floors Inc  
President  
Title of Authorized Officer or Agent of Subcontractor

T. Shane Carnes  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15 day of November, 2023

Notary Public: [Signature]

County: Dekalb



Commission Expires: 04/20/27

<sup>3</sup>O.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.

<sup>4</sup>\*[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 services<sup>3</sup> under a contract with **[insert name of prime contractor]** Dusty Greer Roofing, Inc behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

75702

EEV/Basic Pilot Program\* User Identification Number

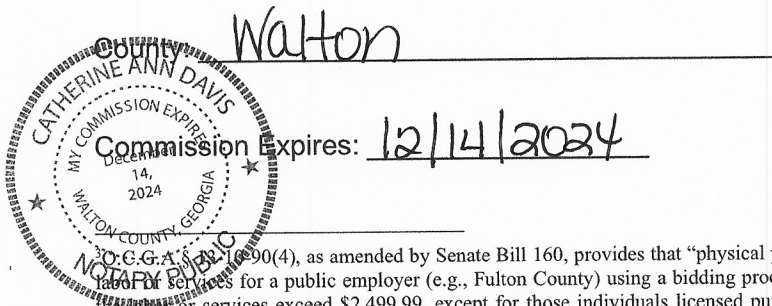
Dusty Greer  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

Dusty Greer

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15 day of November, 2023Notary Public: Catherine Ann DavisCommission Expires: 12/14/2024

O.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.

<sup>4</sup>[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 services<sup>3</sup> under a contract with [insert name of prime contractor] Osprey Management behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1520876  
EEV/Basic Pilot Program\* User Identification Number

Commercial Drywall Contractors, INC  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

Officer  
Title of Authorized Officer or Agent of Subcontractor

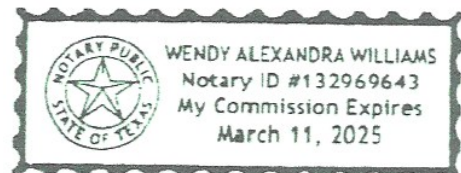
Kristy Campa  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 14th day of NOVEMBER, 2023.

Notary Public: Wendy Alexandra Williams

County: MONTGOMERY

Commission Expires: March 11th, 2025



<sup>3</sup>O.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.

<sup>4</sup>\*[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 services<sup>3</sup> under a contract with [insert name of prime contractor] Osprey Management behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

162035

EEV/Basic Pilot Program\* User Identification Number

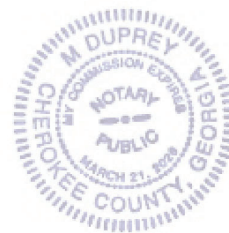
BY: Authorized Officer of Agent  
(Insert Subcontractor Name) Lost Mountain Electrical Contractors, Inc.

President

Title of Authorized Officer or Agent of Subcontractor

Ted Scott

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 14th day of November, 2023.Notary Public: County: CobbCommission Expires: 3/21/26

<sup>3</sup>O.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.

<sup>4</sup>\*[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 C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

Contractor's Name: Osprey Management

General Contractor's License Number: GCCO004473

Expiration Date of License: 30 June 2024

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

Signed: \_\_\_\_\_



Date: 15 November 2023

**(ATTACH COPY OF LICENSE)**



**STATE OF GEORGIA**

**BRAD RAFFENSPERGER, Secretary of State**  
State Licensing Board for Residential and General Contractors  
LICENSE NO. **GCQA004471**

**Kelvin DeWayne King**  
1640 Powers Ferry Rd  
Bldg 26, Suite 200  
Marietta GA 30067

Company Name: Osprey Management LLC  
Company License NO: GCCO004473  
**General Contractor Qualifying Agent**

EXP DATE - 06/30/2024 Status: Active  
Issue Date: 09/29/2014

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](http://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](http://www.sos.ga.gov/plb)

Kelvin DeWayne King  
1640 Powers Ferry Rd  
Bldg 26, Suite 200  
Marietta GA 30067



**STATE OF GEORGIA**

**BRAD RAFFENSPERGER, Secretary of State**  
Georgia State Licensing Board for Residential and General Contractors  
License No. **GCQA004471**

**Kelvin DeWayne King**

1640 Powers Ferry Rd  
Bldg 26, Suite 200  
Marietta GA 30067

Company Name: Osprey Management LLC  
Company License NO: GCCO004473  
**General Contractor Qualifying Agent**

EXP DATE - 06/30/2024 Status: Active  
Issue Date: 09/29/2014

**FORM D: 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.

Kelvin King - CEO/Owner  
1640 Powers Ferry Road,  
Bldg 26, Suite 200,  
Marietta, GA 30067

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.

In 2018 Osprey's revenue exceeded \$8M with dozens of clients throughout Georgia, with 2019 settling back below \$7M as we built internal capacity. Like many companies and organizations nationwide, 2020 – 2021 looked different because of the COVID-19 pandemic. Due to the growth from past years and proficient operational management, we maintained our entire staff, and remained fully functional, although we saw a dip in revenue. 2022 revenues doubled those of 2021, and we are on track to have our strongest year to date in 2023.

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 has ever: (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.

Osprey does NOT have any staff or representative who has had a business relationship, received revenues, nor directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County.

**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said 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]

**23ITB138741**  
**Task Order Contract for Minor Construction Projects****Section 6**  
**Purchasing Forms & Instructions**

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 15th day of November, 2023

Osprey Management 15 Nov 23  
(Legal Name of Proponent) (Date)

[Signature] 15 Nov 23  
(Signature of Authorized Representative) (Date)

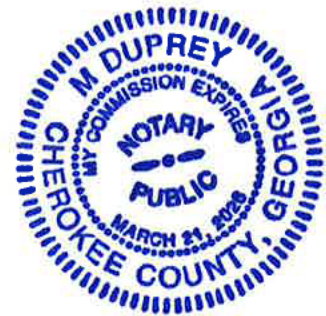
President/Owner  
(Title)

**Sworn to and subscribed before me,**

This 15th day of November, 2023

[Signature] \_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires 21 Mar 26  
(Date)



**EXHIBIT I**

**OFFICE OF CONTRACT COMPLIANCE**

**FORMS**



**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

"Know all persons by these presents, that I/We ( Kelvin D. King  
\_\_\_\_\_ ),

Name

President/Owner

Title

Osprey Management

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) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That 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) That 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) That 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) That 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: Kelvin D. King

TITLE: President/Owner

SIGNATURE: 

ADDRESS: 1640 Powers Ferry Road, Bldg 26, Suite 200, Marietta, GA 30067

**PHONE NUMBER:** 770.726.1844 **EMAIL:** kking@contractosprey.com

---

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Osprey Management

ITB/RFP Name & Number: Task Order Contract for Minor Construction - 23ITB138741K-JAJ

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☐, **is** ☒ a minority or female owned and controlled business enterprise. ☒ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ☒ **Small Business (SBE)**; ☒ **Service Disable Veteran (SDVBE)** ☒ **Disadvantage Business (DBE)** **\*\*If yes, Prime must submit a copy of recent certification.**
- ☒ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ 200,000 Or 20 %

2. This information below must be completed and submitted with the bid/proposal if 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.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	


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

<b>Total Dollar Value of Certified Subcontractors: (\$)</b> 390,000
---

<b>Total Percentage of Certified Subcontractors: (%)</b> 39%
--

**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 Exhibit 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 will participate.

**Signature:**  **Title:** President

**Business or Corporate Name:** Osprey Management, LLC

**Address:** 1640 Powers Ferry Rd, Bldg 26, Ste 200 Marietta GA 30067

-

**Telephone:** ( 770 ) 726-2556

**Fax Number:** (770 ) 575-2187

**Email Address:** kking@contractosprey.com

### UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.



**DEPARTMENT OF VETERANS AFFAIRS  
Center for Verification and Evaluation  
Washington DC 20420**

3/9/2022  
In Reply Refer To: **00VE**

Mr. Kelvin D. King  
Osprey Management, LLC  
DUNS: 194794157  
1640 Powers Ferry Road S.E., Building 26-200  
Marietta, GA 30067

Dear Mr. King:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that your application for reverification has been approved. Osprey Management, LLC will remain eligible to participate in Veterans First Contracting Program opportunities with VA as a verified Service-Disabled Veteran-Owned Small Business (SDVOSB).

**This verification is valid for three (3) years from the date of this letter.**  
Please retain a copy of this letter to confirm Osprey Management, LLC's continued program eligibility in accordance with 38 Code of Federal Regulation (CFR) § 74.12. You may reapply 120 days prior to your new expiration date by logging into <https://www.vetbiz.va.gov/>.

To promote Osprey Management, LLC's verified status, you may use the following link to download the logo for use on your marketing materials and business cards: [https://www.va.gov/OSDBU/docs/cve\\_completed\\_s.jpg](https://www.va.gov/OSDBU/docs/cve_completed_s.jpg). In addition, please access the following link for information on next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

While CVE has confirmed that Osprey Management, LLC is presently, as of the issuance of this notice, in compliance with the regulation, Osprey Management, LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 30 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Osprey Management, LLC being removed from the VIP Verification Program.

*"World Class Professionals  
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

Page 2  
Mr. Kelvin D. King

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Osprey Management, LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individuals records.

If Osprey Management, LLC receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time Osprey Management, LLC discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Osprey Management, LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

A handwritten signature in black ink, appearing to read "John Perkins". The signature is fluid and cursive, with the first name "John" and last name "Perkins" clearly distinguishable.

John Perkins  
Director  
Center for Verification and Evaluation

Certification: View

Certification List

Submit Change Request

Add Date Alert

Vendor Information

BUSINESS NAME	Osprey Management, LLC
SYSTEM VENDOR NUMBER	20267835
PRIMARY OWNER'S NAME	Mr. Kelvin King
ETHNIC GROUP	Black American
GENDER	Male

Certification Information

CERTIFYING AGENCY	Metropolitan Atlanta Rapid Transit Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
EFFECTIVE DATE	12/30/2022
RENEWAL DATE	12/30/2023

Contact Information

MAIN COMPANY EMAIL	kking@contractosprey.com
MAIN PHONE	770-726-2556
MAIN FAX	770-575-2187
MAIN COMPANY WEBSITE	<a href="http://www.contractosprey.com">http://www.contractosprey.com</a>

Addresses

PHYSICAL ADDRESS	1640 Powers Ferry Rd Bldg 26 Suite 200 Marietta, GA 30067 <a href="#">[map]</a>
MAILING ADDRESS	1640 Powers Ferry Rd Bldg 26 Suite 200 Marietta, GA 30067 <a href="#">[map]</a>

Business Capabilities

BUSINESS CERTIFIED FOR	Construction Services; General Contractor
------------------------	---

FULL DESCRIPTION OF CAPABILITIES/PRODUCTS	Construction Services; General Contractor	
COMMODITY CODES	NAICS 236220	Commercial and Institutional Building Construction ( <a href="#">More</a> )
	NAICS 236220	Construction management, commercial and institutional building ( <a href="#">More</a> )
	NAICS 237	Heavy and Civil Engineering Construction ( <a href="#">More</a> )
	NAICS 237310	Construction management, highway, road, street and bridge ( <a href="#">More</a> )

Owner Ethnicity and Gender

ETHNIC GROUP	Black American
GENDER	Male

Location

COUNTY	Cobb (GA)
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Certification List



EXHIBIT B2 FORM  
SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE  
OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

**Certification Designation:** AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – 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 Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
Engineered Solutions of Georgia	maybellyne.ochoa@esogrepair.com	Marietta, GA 678.290.1325	Hispanic		MBE-HBE	Drywall, Steel	TBD	TBD
Airco	dsawyer@aircocorp.com	Newnan, GA, 502.592.3916	N/A		FBE	Coatings, Specialties	TBD	TBD
Cleanstar National	doug@cleanstarnational.com	Marietta, GA, 770.425.6797	N/A		MBE	Finishes	TBD	TBD
Kodac Construction	chip@kodacconstruction.com	Birmingham, AL, 404.933.7068	African-American		MBE-AABE	Specialties	TBD	TBD
DH Pace, DBA Overhead Doors	brandon.vaughn@dhpace.com	Peachtree Corners, GA, 404.387.5307	N/A		MBE	Doors, Windows	TBD	TBD
First Atlanta	firstatlantagc@hotmail.com	McDonough, GA, 770.780.5495	African-American		MBE-AABE	Site Construction	TBD	TBD
J.R. Electrical	kunderwood@jrelectrical.com	Marietta, GA, 770.420.1530	Hispanic		MBE-HBE	Electrical	TBD	TBD
Paramount Cutting Contractors	services@paramountcutting.org	Loganville, GA, 404.777.1485	African-American		MBE-AABE	Concrete Demolition	TBD	TBD
Raymond Engineering	joe.smith@raymondllc.com	Conyers, GA, 770.483.9592	Hispanic		MBE-HBE	Engineering	TBD	TBD
Commercial Drywall Contractors, Inc	alfredocdc@yahoo.com	Houston, TX, 281.938.3243	Hispanic		MBE-HBE	Drywall	TBD	TBD
SSD Contracting, Inc	ksilva@ssdco.us	Chamblee, GA, 770.951.0404	Hispanic		MBE-HBE	Site Construction	TBD	TBD
Lost Mountain Electrical-Mayer Electric	tscott_lmec@bellsouth.net	Powder Springs, GA, 404.867.3298	N/A		FBE	Electrical	TBD	TBD
Ed Scott Trucking	lindascott@bellsouth.net	Kennesaw, GA, 770.422.8026	N/A		FBE	Grading	TBD	TBD
DJJ Enterprise	djjhump@icloud.com	Snellville, GA, 770.274.9588	N/A		FBE	Special Construction	TBD	TBD
AJS Construction Inc	amylynn@ajsconstruction.org	Marietta, GA, 770.578.8898	African-American		MBE	Drywall, Finishes	TBD	TBD
Cronos Contractors	mariel@cronoscontractors.com	Norcross, GA, 770.856.1575	Hispanic		HBE	Concrete, Masonry	TBD	TBD
Carnes Contract Floors Inc	scarnes@carnescontractfloors.com	Tucker, GA, 770.934.0083	N/A		N/A	Flooring	TBD	TBD
DCO Commercial Floors Inc	lbrowning@dcocf.com	Lawrenceville, GA, 678.497.0836	N/A		N/A	Flooring	TBD	TBD
Dusty Greer Roofing	dustygreerroofing@yahoo.com	Monroe, GA, 770.207.5277	N/A		N/A	Roofing	TBD	TBD

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
Engineered Solutions of Georgia	2260 NW Pkwy, Suite E, Marietta, GA 30157	Maybellyne Ochoa	maybellyne.ochoa@esogrepair.com	678.290.1325	Drywall, Steel	MBE	
Airco	255 Arnco 3rd St, Newnan, GA 30263	Doug Sawyer	dsawyer@aircocorp.com	502.592.3916	Coatings, Specialties	FBE	
Cleanstar National	540 Collins Rd, Marietta, GA 30066	Doug Elkins	doug@cleanstarnational.com	770.425.6797	Finishes	MBE	
Kodac Construction	PO Box 12105, Birmingham, AL 35202	Chip Williams	chip@kodacconstruction.com	404.933.7068	Specialties	MBE	
DH Pace, DBA Overhead Doors	5105 Avalon Ridge Rd, Peachtree Corners, GA 30071	Brandon Vaughn	brandon.v Vaughn@dhp ace.com	404.387.5307	Doors, Windows	MBE	
First Atlanta	PO Box 573, McDonough, GA 30273	Walter Hill	firstatlantagc@hotmail.com	770.780.5495	Site Construction	MBE	
J.R. Electrical	703 Fairgate Rd, Suite 103, Marietta, GA 30064	Kasey Underwood	kunderwood@jrelectrical.com	770.420.1530	Electrical	HBE	
Paramount Cutting Contractors	4132 Atlanta Hwy, Loganville, GA 30052	Sherman Johnson	services@paramountcutting.org	404.777.1485	Concrete Demolition	MBE	
Raymond Engineering	1224 Royal Drive, Conyers, GA 30094	Joe Smith	joe.smith@raymondllc.com	770.483.9592	Engineering	MBE	
Commercial Drywall Contractors	1400 N Sam Houston Pkwy, Suite 155, Houston, TX 77032	Alfredo Campa	alfredocdc@yahoo.com	281.938.3243	Drywall	MBE	
SSD Contracting, Inc	5591 Peachtree Rd, Chamblee, GA 30341	Dan Tuttle	ksilva@ssdco.us	404.787.1610	Site Construction	HBE	
Lost Mountain Electrical	1825 Corner Road, Powder Springs, GA 30127	Ted Scott	tscott_lmec@bellsouth.net	404.867.3298	Electrical	FBE	
Ed Scott Trucking	PO Box 786, Kennesaw, GA 30144	Linda Scott	lindascott@bellsouth.net	770.422.8026	Grading	FBE	
DJJ Enterprise	3375 Centerville Hwy, Suite 284, Snellville, GA 30039	Joyce Gardner	djjhump@icloud.com	770.274.9588	Special Construction	FBE	
AJS Construction Inc	1726 Hazelwood Dr, Suite A, Marietta, GA 30067	Amy Hoch	amylynn@ajsconstruction.org	770.578.8898	Drywall, Finishes	MBE	
Cronos Contractors	6901 Peachtree Ind Blvd, Suite J, Norcross, GA 30092	Mariel Alvarado	mariel@cronoscontractors.com	770.856.1575	Concrete, Masonry	HBE	
Carnes Contract Floors Inc	5238 Royal Woods Pkwy, Tucker, GA 30084	Shane Carnes	scarnes@carnescontract floors.com	770.934.0083	Flooring	N/A	
DCO Commercial Floors Inc	1440 Lakes Pkwy, Suite 100, Lawrenceville, GA 30043	Vicki Hirsch	lbrowning@dcocf.com	678.497.0836	Flooring	N/A	
Dusty Greer Roofing	415 Lakeshore Dr, Monroe, GA 30655	Dusty Greer	dustygreerroofing @yahoo.com	770.207.5277	Roofing	N/A	
Fowler Cabinet Company Inc	PO Box 147, Winston, GA 30187	Robbie Fowler	robbie@fowlercabinet.com	678.540.3364	Cabinets, Specialties	N/A	

EXHIBIT C FORM  
SUBCONTRACTOR CONTACT FORM


Company Name: Osprey Management  
\_\_\_\_\_

Printed Signature: Kelvin D. King, President  
\_\_\_\_\_

Project # & Title:  
23ITB138741K-JAJ  
Task Order Contract for Minor  
Construction Projects  
Date: 15 Nov 23

# COBB COUNTY OCCUPATION TAX CERTIFICATE

P.O. BOX 649 MARIETTA, GEORGIA 30061-0649  
(770) 528-8410

**BUSINESS LOCATION**

**1640 POWERS FERRY RD 26/200**

**DATE ISSUED**

**01-01-2022**

**D/B/A OSPREY MANAGEMENT**

**ATTN: KELVIN KING**

**OSPREY MANAGEMENT LLC**

**1640 POWERS FERRY ROAD, 26/200**

**MARIETTA, GA 30067**



**CERTIFICATE NUMBER**

**CON000929**

**FOR YEAR**

**2022**

**CERTIFICATE EXPIRES**

**12-31-2022**

**TYPE BUILDING**

*Elisia Wells*  
\_\_\_\_\_  
BUSINESS LICENSE DIVISION MANAGER

**R.R**  
\_\_\_\_\_  
AUTHORIZED INITIALS

**IMPORTANT NOTICE**

1. Interest as provided by law will be imposed for failure to renew certificate prior to expiration date.
2. Please document to Cobb County Business License Office when business goes out of business.
3. Please provide written notification of any change in address or ownership change. A fee of \$10 will be charged to reprint certificate.
4. Please contact the business license office if you have not received a renewal notice two weeks prior to expiration of certificate.
5. Interest can not be waived despite failure to receive renewal notice. Contact the business license office for fee information.

**PLACE ON DISPLAY**

**312375**

**EXHIBIT J**

**RISK MANAGEMENT INSURANCE  
PROVISIONS FORMS AND CERTIFICATE**

23ITB138741K-JAJ  
Task Order Contract

**Section 5**  
**Insurance and Risk Management Provisions**

**Insurance and Risk Management Provisions**

**Task Order Contract for Minor Construction**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

- 
1. **WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer’s Liability Insurance \$1,000,000	BY ACCIDENT	EACH	ACCIDENT
Employer’s Liability Insurance \$1,000,000	BY DISEASE	POLICY LIMIT	
Employer’s Liability Insurance \$1,000,000	BY DISEASE	EACH EMPLOYEE	

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

23ITB138741K-JAJ

Task Order Contract

- |   |           |             |
|---|-----------|-------------|
| Bodily Injury and Property Damage Liability                 | Each      | Occurrence  |
| \$1,000,000   |           |             |
| (Other than Products/Completed Operations)General Aggregate |           | \$2,000,000 |
| Products\Completed Operation                                | Aggregate | Limit       |
| \$2,000,000   |           |             |
| Personal and Advertising Injury                             | Limits    |             |
| \$1,000,000   |           |             |
| Damage to Rented Premises                                   | Limits    | \$100,000   |
3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
- |  |      |            |
|--|------|------------|
| <b>Bodily Injury &amp; Property Damage</b> | Each | Occurrence |
| \$1,000,000                                |      |            |
- (Including operation of non-owned, owned, and hired automobiles).

4. **UMBRELLA LIABILITY** Per Occurrence/Aggregate  
 \$2,000,000  
 (In excess of above noted coverage)

5. **PROFESSIONAL LIABILITY (Errors & Omission)** Per Claim/Agg. \$2,000,000/\$2,000,000  
 Policy shall provide coverage whether such services are performed by the Contractor/Vendor, its agents, representatives, employees, or by any subcontractor or any directly employed or retained by either.

Coverage shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

### **Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

23ITB138741K-JAJ

Task Order Contract

Fulton County Government – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.



23ITB138741K-JAJ

Task Order Contract

Fulton County Government – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

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23ITB138741K-JAJ

Task Order Contract

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

### PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Osprey ManagementSIGNATURE: NAME: Kelvin D. KingTITLE: President/OwnerDATE: 15 November 2023

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/21/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services LLC</b> <b>6100 Fairview Road, Suite 800</b> <b>Charlotte, NC 28210</b> <b>855 874-1396</b>		<b>CONTACT NAME:</b> Javan Campbell <b>PHONE (A/C, No, Ext):</b> - <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> javan.campbell@usi.com															
<b>INSURED</b> <b>Osprey Management, LLC</b> <b>1640 Powers Ferry Road</b> <b>Bldg 26, Suite 200</b> <b>Marietta, GA 30067</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A : All America Insurance Company</b></td> <td><b>20222</b></td> </tr> <tr> <td><b>INSURER B : Central Mutual Insurance Company</b></td> <td><b>20230</b></td> </tr> <tr> <td><b>INSURER C : Builders Insurance (a Mutual Captive Co)</b></td> <td><b>10704</b></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : All America Insurance Company</b>	<b>20222</b>	<b>INSURER B : Central Mutual Insurance Company</b>	<b>20230</b>	<b>INSURER C : Builders Insurance (a Mutual Captive Co)</b>	<b>10704</b>	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>PD Ded:500</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>CLP977530516</b>	<b>05/23/2023</b>	<b>05/23/2024</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>BAP977530617</b>	<b>05/23/2023</b>	<b>05/23/2024</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>CXS977530717</b>	<b>05/23/2023</b>	<b>05/23/2024</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>WCV022389208</b>	<b>09/20/2023</b>	<b>09/20/2024</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

**\*\* Workers Comp Information \*\***

**Proprietors/Partners/Executive Officers/Members Excluded:**

**Kelvin King, Owner**

**CERTIFICATE HOLDER****CANCELLATION**

**Fulton County Government - Purchasing and Contract Compliance Department**  
**130 Peachtree Street, S.W. Suite 1168**  
**Atlanta, GA 30303**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Paula B Bulman*

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**FULTON  
COUNTY**

**CONTRACT**

**#23ITB138741K-JAJ(B)**

**TASK ORDER CONTRACT FOR  
MINOR CONSTRUCTION**

**DEPARTMENT OF REAL ESTATE AND ASSET  
MANAGEMENT**

## OWNER - CONTRACTOR AGREEMENT

### #23ITB138741K-JAJ (B) TASK ORDER CONTRACT FOR MINOR CONSTRUCTION

Contractor: Hawk Construction Company, LLC. Project No. 23ITB138741K-JAJ  
158 Fairview Rd. Suite E  
Address: Ellenwood, Georgia 30294 Telephone 678-565-5120  
Contact: Miles Traylor Email: [accounting@mhawkconstruction.com](mailto:accounting@mhawkconstruction.com)

THIS AGREEMENT is effective as of the 1<sup>st</sup> day of January, 2024, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions
- Exhibit C: Addenda (Not Applicable)
- 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 One Million Two Hundred Thousand Dollars and No Cents, (**\$1,200,000.00**) 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: #23ITB138741K-DB

Task Order Contract for Minor Construction

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within **365** calendar days from the Notice to Proceed or the date work begins, whichever comes first. This project has three (3) one (1) year renewal options. 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.

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 Commissioner on Wednesday, January 10<sup>th</sup>, 2024; Item #24-0014(B)

[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**

DocuSigned by:

*Robert L. Pitts*

14E1B4AA5E6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

CONTRACTOR:

**HAWK CONSTRUCTION COMPANY,  
LLC**

DocuSigned by:

*Miles Traylor*

C5D4A0ABD9F44C2...

Miles Traylor, President

ATTEST:

DocuSigned by:

*Tonya R. Grier*

EEC476C4837648D...

Tonya R. Grier, Clerk to the Board of Commissioners

(Affix Corporate Seal)

**APPROVED AS TO FORM:**

DocuSigned by:

*Denzel Stewart*

8B574564AEF0466...

Office of the County Attorney

**APPROVED AS TO CONTENT:**

DocuSigned by:

*Joseph Davis*

B20354A88008422...

Joseph N. Davis, Director  
Real Estate and Asset Management

ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

DocuSigned by:

*Cicely Burns*

5593539F95CA4D5...

Notary Public

County: Henry

Commission Expires: 07/04/2025

(Affix Notary Seal)

ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_  
RECESS MEETING

ITEM#: 24-0014 RM: 1/10/2024  
REGULAR MEETING

END OF SECTION

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## SECTION 8 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 Real Estate and Asset Management Department as the Construction Manager.

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

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

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

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

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

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

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

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

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

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

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

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

Project Manual - The Contract Documents.

Provide - shall mean to furnish and install.

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

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

#### **00700-4 CODES**

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

#### **00700-5 REVIEW OF CONTRACT DOCUMENTS**

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency

or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

#### **00700-6 STRICT COMPLIANCE**

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

#### **00700-7 APPLICABLE LAW**

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

#### **00700-8 PERMITS, LICENSES AND BONDS**

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

#### **00700-9 TAXES**

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time

bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

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

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

#### **00700-10 DELINQUENT CONTRACTORS**

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

#### **00700-11 LIEN WAIVERS**

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

#### **00700-12 MEASUREMENT**

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

#### **00700-13 ASSIGNMENT**

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

**00700-14 FOREIGN CONTRACTORS**

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

**00700-15 INDEMNIFICATION**

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

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

**00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS**

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

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

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



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

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

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

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

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

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

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

#### **00700-17 ADMINISTRATION OF CONTRACT**

The Construction Manager shall provide administration services as hereinafter described.

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

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

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

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

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

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

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

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Real Estate and Asset Management 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**

##### **A. 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

**B. 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.

**C. 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:

1. 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.
2. 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.

**D. PROTECTION OF THE WORK**

1. 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.
2. 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.

**E. 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.

**F. 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.

**G. 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.

H. **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:
  - a. 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
  - b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

**00700-45 RECORDS**

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and

any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

**00700-46 DEDUCTIONS**

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

**00700-47 REIMBURSEMENT OF THE COUNTY**

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

**00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES**

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

**00700-49 COMMENCEMENT AND DURATION OF WORK**

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

work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

**00700-50 TIME OF THE ESSENCE**

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

**00700-51 IMPACT DAMAGES**

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

**00700-52 DELAY**

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

**00700-53 INCLEMENT WEATHER**

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

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

**00700-54 DELAY - NOTICE AND CLAIM**

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

**00700-55 STATEMENT OF CLAIM - CONTENTS**

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

**00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR**

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

**00700-57 DILIGENCE**

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

**00700-58 SET-OFFS**

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

**00700-59 REMEDIES CUMULATIVE**

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

**00700-60 TITLE TO MATERIALS**

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

the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

**00700-61 INSPECTION OF MATERIALS**

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

**00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING**

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

**00700-63 MATERIALS INCORPORATED IN WORK**

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

**00700-64 STORAGE OF MATERIALS**

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

**00700-65 PAYROLL REPORTS**

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

**00700-66 CONTRACTORS' REPRESENTATIVE**

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor'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](mailto: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 (5) percent of the estimated value of the work performed. At the substantial completion of the work or as otherwise provided in the contract documents, if the County's authorized contract representative determines that the work is reasonably satisfactory, the County will pay the retainage to the contractor within thirty (30) days of being invoiced and after any other documentation required by the contract documents is provided. If there are any remaining incomplete items at that time, an amount equal to two hundred (200) percent of the value of each item shall be withheld until such items are completed. The retainage of each subcontractor may be released separately as the subcontractor completes his or her work, at the discretion of the owner and with the approval of the contractor.

**00700-75 PAYMENT OF SUBCONTRACTORS**

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

**00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS**

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

**00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK**

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

**00700-78 PAYMENTS IN TRUST**

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

**00700-79 JOINT PAYMENTS**

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

**00700-80 RIGHT TO WITHHOLD PAYMENT**

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

**00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION**

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

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

**00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION**

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

**00700-83 COMMENCEMENT OF WARRANTIES**

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

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

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

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

**00700-85 DOCUMENTATION OF COMPLETION OF WORK**

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

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;
- b. The surety's consent to final payment; and
- c. 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****A. CHANGE ORDERS**

1. 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.
2. 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.
3. 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:
  - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
  - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - d. By the method provided in Subparagraph A4 below.
4. 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.

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

- c. 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.
  - 6. 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:
    - a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
    - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
    - c. 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.
    - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
    - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
  - 7. 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.
  - 8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.
- B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS
- 1. 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.

2. 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.
3. 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.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. 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".

#### C. REQUESTS FOR ADDITIONAL COST

1. 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.
2. 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.

**D. 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.

**E. 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.



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**Section 8**

**General Conditions**

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

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**EXHIBIT A**  
**FINAL AFFIDAVIT**

TO FULTON COUNTY, GEORGIA

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

\_\_\_\_\_  
Signature\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Notary Public\_\_\_\_\_  
My Commission expires

END OF SECTION

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**SECTION 9****SPECIAL CONDITIONS****SECTION 01010 – SUMMARY OF WORK****1.01 Description**

- A. The work includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a General Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures, or other real property. All work shall be in conformance with the contract documents, drawings and Fulton County Standards and Specifications. Being this is a miscellaneous standby contract; the location of the work will be in various locations throughout Fulton County. Projects will be assigned by issuance of a Notice to Proceed (NTP) for that individual project.

**1.02 Project Location**

The projects will be located at various locations throughout Fulton County, GA.

**1.03 Quantities**

The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

**1.04 Partial Owner Occupancy**

The existing facilities to which these improvements are being made will continue operation during the period of construction.

**1.05 Coordination of Work**

- A. The Contractor shall coordinate the work with third parties (such as power, natural gas, or telephone companies) in areas where such parties may have rights to underground property or facilities.
- B. The Contractor shall request from involved third parties maps or other descriptive information as to the nature and location of such underground facilities or property. The Contractor shall make all necessary investigations to determine the existence and location of underground utilities.

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- C. The Contractor will be held responsible for any damage to and for maintenance and protection of existing utilities and structures.
- D. The Contractor shall coordinate the work with owners of private and public property where access is required for the performance of the work. Legal access will be acquired and provided by the Owner.

***END OF SECTION***

## **SECTION 01016**

### **OCCUPANCY**

#### **Part 1 General Requirements**

##### **1.01 Partial Occupancy By Owner**

Whenever, in the opinion of the Engineer, any section or portion of the Work or any structure is in suitable condition, it may be put into use upon the written order of the Engineer and such usage will not be held in any way as an acceptance of said Work or structure, or any part thereof, or as a waiver of any of the provisions of these Specifications and the Contract. Pending final completion and acceptance of the Work, all necessary repairs and replacements, due to defective materials or workmanship or operations of the Contractor, for any section of the Work so put into use shall be performed by the Contractor at Contractor's own expense.

***END OF SECTION***



## **SECTION 01060**

### **REGULATORY REQUIREMENTS**

#### **Part 1 General**

##### **1.01 Scope**

- A. Permits and Responsibilities: The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, including building permits, and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the Work.
  - 1. In addition, City Work Permits, Right of Way Encroachment permits, plumbing permits and similar type permits, and all appropriate licenses are the responsibility of the Contractor.
  - 2. If land disturbance permits, DOT permits, or easements are required, they will be obtained by the County as part of the design process.
- B. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.
- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the Work, except for any completed unit of construction thereof which may heretofore have been accepted.

***END OF SECTION***

**SECTION 01091****CODES AND STANDARDS****Part 1 General****1.01 Description**

A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for Bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.

B. The inclusion of an organization under one (1) category does not preclude that organization's standards from applying to another category.

C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.

D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.

E. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 1.02.

**1.02 Standard Organizations****A. Piping and Valves**

ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
DIPRA	Ductile Iron Pipe Research Association
FCI	Fluid Controls Institute
MSS	Manufacturers Standardization Society
NCPI	National Clay Pipe Institute
NSF	National Sanitation Foundation
PPI	Plastic Pipe Institute
Uni-BellPVC	Pipe Association

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## B. Materials

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials

## C. Painting and Surface Preparation

NACE	National Association of Corrosion Engineers
SSPC	Steel Structures Painting Council

## D. Electrical and Instrumentation

AEIC	Association of Edison Illuminating Companies
AIEE	American Institute of Electrical Engineers
EIA	Electronic Industries Association
ICEA	Insulated Cable Engineers Association
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	ISA – The Instrumentation, Systems, and Automation Society
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
REA	Rural Electrification Administration
TIA	Telecommunications Industries Association
UL	Underwriter's Laboratories
VRCI	Variable Resistive Components Institute

## E. Aluminum

AA	Aluminum Association
AAMA	American Architectural Manufacturers Association

## F. Steel and Concrete

ACI	American Concrete Institute
AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
CRSI	Concrete Reinforcing Steel Institute
NRMA	National Ready Mix Association
PCA	Portland Cement Association
PCI	Pre-Stressed Concrete Institute

## G. Welding

ASME	American Society of Mechanical Engineers
AWS	American Welding Society

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## H. Government and Technical Organizations

AIA	American Institute of Architects
APHA	American Public Health Association
APWA	American Public Works Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineers
CFR	Code of Federal Regulations
CSI	Construction Specifications Institute
EDA	Economic Development Administration
EPA	Environmental Protection Agency
FCC	Federal Communications Commission
FmHA	Farmers Home Administration
FS	Federal Specifications
IAI	International Association of Identification
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
NBFU	National Board of Fire Underwriters
(NFPA)	National Fluid Power Association
NBS	National Bureau of Standards
NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
USDC	United States Department of Commerce
WEF	Water Environment Federation

## I. General Building Construction

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association
DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association

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NAAMM	National Association of Architectural Metal Manufacturers
NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association
NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
RMA	Rubber Manufacturers Association
SBC	SBCC Standard Building Code
SDI	Steel Door Institute
SIA	Scaffold Industry Association
SMA	Screen Manufacturers Association
SPRI	Single Ply Roofing Institute
TCA	Tile Council of America
UBC	Uniform Building Code

## J. Roadways

AREA	American Railway Engineering Association
DOT	Department of Transportation
SSRBC	Standard Specifications for Construction of Transportation Systems, Georgia Department of Transportation

## K. Plumbing

AGA American Gas Association  
 NSF National Sanitation Foundation  
 PDI Plumbing Drainage Institute  
 SPC SBCC Standard Plumbing Code

## L. Refrigeration, Heating, and Air Conditioning

AMCA	Air Movement and Control Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CGA	Compressed Gas Association
CTI	Cooling Tower Institute
HEI	Heat Exchange Institute
IIAR	International Institute of Ammonia Refrigeration
NB	National Board of Boilers and Pressure Vessel Inspectors
PFMA	Power Fan Manufacturers Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SMC	SBCC Standard Mechanical Code
TEMA	Tubular Exchangers Manufacturers Association

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M. Equipment

AFBMA Anti Friction Bearing Manufacturers Association, Inc.  
AGMA American Gear Manufacturers Association  
ALI Automotive Lift Institute  
CEMA Conveyor Equipment Manufacturers Association  
CMAA Crane Manufacturers Association of America  
DEMA Diesel Engine Manufacturers Association  
MMA Monorail Manufacturers Association  
OPEI Outdoor Power Equipment Institute, Inc.  
PTI Power Tool Institute, Inc.  
RIA Robotic Industries Association  
SAMA Scientific Apparatus Makers Association

**1.03 Symbols**

Symbols and material legends shall be as scheduled on the Drawings.

***END OF SECTION***

## **SECTION 01200**

### **PROJECT MEETINGS**

#### **Part 1 General**

##### **1.01 Scope**

- A. Work under this Section includes all scheduling and administering of pre-construction and progress meetings as herein specified and necessary for the proper and complete performance of this Work.
- B. Scheduling and Administration by Engineer:
  - 1. Prepare agenda.
  - 2. Make physical arrangements for the meetings.
  - 3. Preside at meetings.
  - 4. Record minutes and include significant proceedings and decisions.
  - 5. Distribute copies of the minutes to participants.

##### **1.02 Preconstruction Conference**

- A. The Engineer shall schedule the preconstruction conference prior to the issuance of the Notice to Proceed.
- B. Representatives of the following parties are to be in attendance at the meeting:
  - 1. Owner.
  - 2. Engineer.
  - 3. Contractor and superintendent.
  - 4. Major subcontractors.
  - 5. Representatives of governmental or regulatory agencies when appropriate.
- C. The agenda for the preconstruction conference shall consist of the following as a minimum:
  - 1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.
  - 2. Critical work sequencing.
  - 3. Designation of responsible personnel and emergency telephone numbers.
  - 4. Processing of field decisions and change orders.
  - 5. Adequacy of distribution of Contract Documents.

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6. Schedule and submittal of shop drawings, product data and samples.
7. Pay request format, submittal cutoff date, pay date and retain age.
8. Procedures for maintaining record documents.
9. Use of premises, including office and storage areas and Owner's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Work hours.

### **1.03 Project Coordination Meetings**

Project Coordination Meetings may be requested at any time at the discretion of the Owner, Engineer or Contractor. The party requesting a meeting shall provide the other two (2) parties with as much notice as possible, as well as a written agenda for such meeting.

***END OF SECTION***



**SECTION 01210****INSPECTION OF WORK****Part 1 General****1.01 Scope**

- A. The work covered by this Section includes the Engineer's and Contractor's responsibilities and obligations regarding inspection of the work performed.

**1.02 Engineer's Inspection**

- A. The Engineer shall have the right of access to and inspection of the work at all times. Materials, equipment and products shall be subject to the Engineer's review as specified herein.
- B. The Engineer is responsible for general surveillance of the work on behalf of the Owner. The Engineer is not responsible for construction means, methods, sequences, or procedures or for safety precautions and programs in connection with the work. The Engineer is not responsible for supervision of the work and shall not give instruction to the Contractor's personnel as to methods of execution of the work. The Engineer is not responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

**1.03 Contractor's Duties**

- A. The Contractor is responsible for all materials, equipment, methods, and procedures in execution of the work.
- B. The Contractor shall correct to the satisfaction of the Engineer any work or material found to be defective or of deficient quality. Such corrections shall be made by the Contractor at no additional expense to the Owner.

**1.04 Right of Entry**

- A. Representatives of Fulton County, the Environmental Protection Division of the Georgia Department of Natural Resources, and the U.S. Department of Agriculture, Soil Conservation Services and others as may be identified by the Owner shall have access to the work wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

**Part 2 Products (Not Used)****Part 3 Execution (Not Used)****END OF SECTION**

## **SECTION 01710**

### **SERVICES CLEANING**

#### **Part 1 General**

##### **1.01 Scope**

This Section covers the general cleaning which the Contractor shall be required to perform both during construction and before final acceptance of the Project unless otherwise shown on the Drawings or specified elsewhere in these Specifications.

##### **1.02 Quality Assurance**

- A. Daily, and more often if necessary, conduct inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

##### **1.03 Hazardous Material and Waste**

- A. Contractor shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall also be disposed of in approved landfills as applicable.
- B. Contractor shall prevent accumulation of wastes which create hazardous conditions.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed.
- D. Disposal of hazardous wastes or materials into sanitary or storm sewers shall not be allowed.

##### **1.04 Disposal of Surplus Materials**

Unless otherwise shown on the Drawings, specified or directed, the Contractor shall legally dispose offsite all surplus materials and equipment from demolition and shall provide suitable offsite disposal site, or utilize a site designated by the Owner.

#### **Part 2 Products**

##### **2.01 Cleaning Materials and Equipment**

Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

### 1.01 Compatibility

Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Engineer.

## Part 3 Execution

### 3.01 Progress Cleaning

#### A. General

1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work.
2. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

#### B. Site

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. Restack materials stored on site weekly.
3. At all times maintain the site in a neat and orderly condition which meets the approval of the Engineer.

### 3.02 Final Cleaning

- A. Definitions: Unless otherwise specifically specified, "clean" for the purpose of this Article shall be interpreted as the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.
- B. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in 3.01 above.
- C. Site: Unless otherwise specifically directed by the Engineer, hose down all paved areas on the site and all public sidewalks directly adjacent to the site; rake clean other surfaces of the grounds. Completely remove all resultant debris.
- D. Post Construction Cleanup: All evidence of temporary construction facilities, haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, as directed by the Engineer.

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- E. Restoration of Landscape Damage: Any landscape feature damaged by the Contractor shall be restored as nearly as possible to its original condition at the Contractor's expense. The Engineer will decide what method of restoration shall be used.
- F. Timing: Schedule final cleaning as approved by the Engineer to enable the Owner to accept the Project.

### **3.03 Cleaning During Owner's Occupancy**

Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Engineer in accordance with the Supplementary Conditions of the Contract Documents.

***END OF SECTION***

**SECTION 01740****WARRANTIES AND BONDS****Part 1 General****1.01 Project Maintenance and Warranty**

- A. Maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by the Owner.
- B. Contractor shall warrant for a period of one (1) year from the date of Owner's written acceptance of certain segments of the Work and/or Owner's written final acceptance of the Project, as defined in the Contract Documents, that the completed Work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one (1) year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new twelve (12) month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two (2) or more successive failures of the same kind in the same item or failures of the same kind in two (2) or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over or under lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted

from the scope of the one (1) year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and re-warranted for one (1) year.

- E. Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the Owner.
- G. Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one (1) year from the date of final acceptance. In the event the repairs and maintenance are not made immediately and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.
- H. In the event the Contractor fails to proceed to remedy the defects upon notification within fifteen (15) days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- I. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

***END OF SECTION***

# **EXHIBIT C**

# **ADDENDA**



**Date: November 10, 2023**

**Project Number: 22ITB1366384K-JAJ**

**Project Title: Task Order Contract for Minor Construction**

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

**ADDENDUM NO. 1**

1. Questions and Answers.
2. Table below answers Q2.

VENDORS	2021	2022	2023
A	\$929,242.00	\$127,406.51	Did not renew
B	\$249,185.00	\$947,913.01	\$666,867.01
C	\$996,483.86	\$1,085,925.48	\$987,715.32
D	\$1,132,366.86	\$1,326,339.82	\$736,527.12
E	\$888,794.11	\$780,489.91	\$867,912.73
F	\$366,539.07	\$616,408.01	\$429,935.30

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 1, # 3 of the Instructions to Bidders of the ITB.

This is to acknowledge receipt of Addendum No.1, 10th day of November, 2023.

Brad Construction Co II, LLC

Legal Name of Bidder/Proposer

Signature of Authorized Representative

Principal

Title



## Questions & Answers - 1

**Project** 23RFP139070K-JAJ - Progressive Design/Build Campbellton Pump Station  
**Buying Organization** Fulton County Government

No	Question/Answer	Question Date
Q1	<p><b>Question: Location of Forms</b></p> <p>What section do you want the forms to go in? Can we make a separate Appendix for the forms?</p> <p><b>Answer:</b> Adhere to the bid list as indicated in Bid Net. The acknowledgement of addenda may be labeled as an appendix in your submittal.</p>	01/12/2024
Q2	<p><b>Question: Bidder Qualification Statement</b></p> <p>Section 4 – Past Performance / Relevant Project Experience. The last line asks to “Complete the Statement of Bidder’s Qualifications in Section 7. Section 7 (on page 75) is titled “Statement of Bidder’s Qualifications and Safety Record Form”, however the page is blank and doesn’t have any forms. Were they left out?</p> <p><b>Answer:</b> See attachment to Addendum 1.</p>	01/12/2024
Q3	<p><b>Question: Technical Approach</b></p> <p>1. Please consider extending the Technical Approach to more than 3 pages? It’s difficult to answer the required info as well as discuss technical aspects within three pages. (Note resumes are allowed 3 pages per person, but they could be limited to 2 per person max to limit overall pages.</p> <p><b>Answer:</b> The Technical Approach is extended to five pages.</p>	01/16/2024
Q4	<p><b>Question: Page Size Consideration</b></p> <p>2. Can we use 11x17 pages for graphic purposes?</p> <p><b>Answer:</b> No. 11x17 pages may not be used.</p>	01/16/2024
Q5	<p><b>Question: Pump Station Site Location</b></p> <p>3. Please confirm preferred site of pump station.</p> <p><b>Answer:</b> See Addendum 1.</p>	01/16/2024
Q6	<p><b>Question: Site Visit Contact</b></p> <p>4. Who is our contact for a site visit to the proposed pump station site?</p> <p><b>Answer:</b> See Addendum 1.</p>	01/16/2024

# **EXHIBIT D**

## **BID FORMS**

**BID FORM**

Submitted To: Fulton County Government

Submitted By: Hawk Construction Company LLCFor: # **23ITB138741K-JAJ TASK ORDER CONTRACT FOR MINOR CONSTRUCTION PROJECTS**Submitted on November 14, 2023.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid 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 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 COST MULTIPLIER IS ONE OF THE FACTOR UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED ALONG WITH THE BIDDER'S ABILITY TO MEET BONDING CAPACITY REQUIREMENTS AND/OR VARIABLE OPEN LINES OF CREDIT FROM SUPPLIERS. ALL OF THESE FACTORS WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**OVERALL ADJUSTMENT FACTOR TO BE APPLIED AGAINST THE R.S. MEANS BUILDING CONSTRUCTION COST DATA UNIT PRICING. THIS FACTOR IS APPLIED AGAINST THE TOTAL COST, WHICH INCLUDES OVERHEAD AND PROFIT.**

0.935**(R.S. MEANS)**

zero, decimal, nine three five  
(R.S. MEANS in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

**BASE BID AMOUNT**

The above Bidder is:

- ☐ An Individual  
☒ A Company  
☐ A Corporation  
☐ A Partnership  
☐ A Joint Venture consisting of
- \_\_\_\_\_
- \_\_\_\_\_

For the performance of the work as stated in this Invitation to Bid, we bid the following adjustment factor. (Utilize four decimal places; example: 0.000).

**Overall Adjustment Factor to be applied against the R S Means Building**Construction Cost Data unit pricing: 0.935Company: Hawk Construction Company LLCSignature: Miles TraylorName: Miles TraylorTitle: CEO/OwnerDate: 11/13/2023

**23ITB138741K-JAJ**  
**Task Order Contract for Minor Construction Projects****Section 2**  
**Bid Form**

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

ADDENDUM # 1 DATED November 10, 2023

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

BIDDER: Hawk Construction Company LLCSigned by: Miles Traylor  
[Type or Print Name]Title: CEO/OwnerBusiness Address: 158 Fairview Rd. Suite E  
Ellenwood, GA 30294Business Phone: 678-565-5120

Insert Bid# 23ITB138741K-JAJ  
Task Order Contract for Minor Construction Projects

Section 2  
Bid Form

Note: If the Bidder is a corporation, the Bid 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 Bid, as principals, are as follows:

Name	Address
N / A	

END OF SECTION

**EXHIBIT E**

**BOND AFFIRMATION LETTER**





March 14, 2018

Hawk Construction Company LLC  
158 Fairview Rd. Suite E  
Ellenwood, GA 30294

RE: Bond Program

To Whom It May Concern:

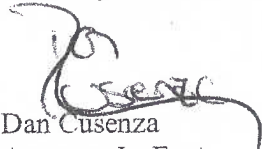
This will advise that Western Surety Company serves as Surety for Hawk Construction Company LLC. Western Surety Company stands ready to tender surety credit to Hawk Construction Company LLC in regard to all bid, performance and labor and material payment bonds up to \$500,000 single project/\$500,000 aggregate work program.

This program is dependent upon the current financial condition of Hawk Construction Company LLC. Should their financial condition change, this commitment will be altered. As always, Western Surety Company reserves the right to perform normal underwriting at the time of any bond request, including without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability if for any reason we do not execute such bonds.

Western Surety Company enjoys an A.M. Best rating of A (Excellent) and a Financial Size Category of XIV (\$1.5 Billion to \$2 Billion).

If you need additional information, please give me a call.

Sincerely,



Dan Cusenza  
Attorney-In-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John T Foster, Jim Slear, Lori A King Clyde, Dan Cusenza, Individually**

of Lansing, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of June, 2015.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha }

ss

On this 8th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



*S. Eich*

S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of March, 2018.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**EXHIBIT F**

**SCOPE OF WORK & TECHNICAL  
SPECIFICATIONS**

**SECTION 4****SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

The Department of Real Estate and Asset Management's (DREAM) Task Order Contract for Minor Construction Projects, formerly referred to as "Fast Track" (hereinafter called TOC), is a firm-fixed-price indefinite-quantity contract. The work includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a General Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Work Order against the contract.

The successful Bidder shall:

- A. Provide all management, design, labor, materials, equipment, and architectural and engineering support needed to perform the work authorized by work orders issued.
- B. Subscribe to and utilize the latest electronic edition of the R. S. Means Building Construction Cost Data (Standard Edition, hereinafter referred to as "Means Software") for all job assignments. (Note this version uses union wage rates but does include the location factor and quarterly updates.) The software is available via online subscription or CD. The cost of the subscription, or CD, for one (1) seat shall be reimbursed by Fulton County for each year of the term of the contract. Fees for additional users will not be reimbursed by the County.
- C. Submit a cost adjustment factor to be universally applied to the costs included in the Means Software as their Base Bid amount. The awarded Contractor(s) shall base all pricing on work being performed during normal business hours.
- D. For each job assignment, be allowed Special Conditions that are unique to the job conditions that shall not subject to the adjustment factor. Examples of Special Conditions include, but are not limited to:
  - 1. Overtime,
  - 2. Additional security,
  - 3. Specialized equipment to be purchased, or rented, that is necessary for the work, and
  - 4. Coordination with outside contracts or owner provided work.
- E. Upon receiving a job assignment, prepare a cost sheet utilizing the Means Software. The total of the line-item costs shall be multiplied by Bidder's cost adjustment factor. The costs for any Special Conditions and Non-Pre-Priced (NPP) items are itemized and then added to the adjusted cost to generate the total cost for the job assignment.
- F. Deliver the Cost Sheet in the original electronic format to the Fulton County Project Manager for verification of costs.

- G. As TOC requirements are identified, Contractor shall jointly develop a Scope of Work with the County's staff. The General Contractor shall be issued a Request for Proposal Work Order, and based upon the Scope of Work, shall be required to develop a proposal for the work utilizing the Means Software detailed above. The General Contractor shall submit their proposal to the County for review and approval. If the Contractor's proposed units are found reasonable, a work order may be issued at the agreed upon units, which when multiplied by the unit price and contract adjustment factor shall establish the firm fixed price for the work order.
- H. Submit a Safety Plan with response to this Bid that shall be followed to ensure site safety on all jobs. Safety Plan shall reference OSHA requirements.
- I. The procedures for ordering work are covered in the General Conditions.
- The TOC may include what is known as "Non-Pre-Priced items". Non-Pre-Priced (NPP) items may require the establishment of specifications and drawings. Non-Pre-Priced items are bid as cost (lowest of three (3) submitted vendors who have agreed to Special Conditions) plus five percent (5%) overhead and five percent (5%) profit). The procedures for ordering work are covered in the General Conditions.

The Scope of Work and Technical Specifications includes Section 9, Special Conditions Division 1 – General Requirements; 01010 through 01740.

# **EXHIBIT G**

## **EXHIBITS**

23ITB138741K-JAJ

Section10

Task Order Contract for Minor Construction Projects

Exhibits

## EXHIBIT 1

**STATEMENT OF QUALIFICATIONS  
TECHNICAL COMPETENCE, EXPERIENCE,  
& BUSINESS OPERATIONS**

**(To be submitted with Bid. Additional sheets may be attached)**

1. Number of years of continuous business operation performing construction service?  
20 years
  - a. Is your company a:
 

<input type="checkbox"/> CORPORATION	<input type="checkbox"/> PARTNERSHIP	<input checked="" type="checkbox"/> SOLE PROPRIETOR
--------------------------------------	--------------------------------------	---
2. Has Bidder ever participated in a Job Order Contract (JOC) procurement program?  
 (circle response)  
**NO** (Proceed to question 3)  
**YES.** Provide the following:
  - a. Name of program Fulton County Jail Operations & Maintenance
  - b. Dates of participation March 2011 to present
  - c. Program managed by Johnson Controls Inc.
3. Within the last 3 years, has Bidder executed 2 or more Work Orders or Contracts within values as follows: (Please state average contract value for "YES" responses)
 

A. Up to \$50,000.00	NO	YES \$ <u>40,940.00</u>
B. \$50,001.00 to \$100,000.00	NO	YES \$ <u>89,508.00</u>
C. \$100,001.00 to \$200,000.00	NO	YES \$ <u>120,000.00</u>
D. Over \$200,000.00	NO	YES \$ <u>465,000.00</u>
4. How many full-time employees do you currently have? 8
5. How many Supervisors/Project Managers? 4
  - a. How many supervisors have had:
 

Less than 3 years supervisory experience	<u>0</u>
3-5 years supervisory experience	<u>4</u>
More than 5 years supervisory experience	<u>3</u>



23ITB138741K-JAJ

Section10

## Task Order Contract for Minor Construction Projects

Exhibits

6. Provide three (3) construction projects references. Identify any project that is a JOC procurement and provide the POC information below.

Project Name: Fulton County Senior Surge Project

Contact Name and Title: La Keshia P. Brackett PMP,CPM

Company Name: Fulton County Department of Real Estate and Asset Management

Address: 141 Pryor Street . Suite G-119 .Atlanta, GA 30303

Phone Number: 404.612.5523 Fax Number: 404.612.3412

E-mail Address: LaKeshia.Brickett@fultoncountyga.gov

Project Name: Welding of Jail Cell Doors

Contact Name and Title: John Nance - Facility Maintenance & Building Operations Mgr.

Company Name: Johnson Controls Inc.

Address: 901 Rice St., Atlanta, GA 30318

Phone Number: 404-613-2048 Fax Number: 404-893-6263

E-mail Address: john.f.nance@jci.com

Project Name: Remove & Replace Concrete Wheel Stops

Contact Name and Title: James Merritt BBM/MHE III

Company Name: Amazon ATL7

Address: 6855 Shannon Pkwy S. Union City, GA 30291

Phone Number: 470-217-8374 Fax Number: 888-287-8352

E-mail Address: jammerri@amazon.com

7. Provide OSHA EMR rating : No Rating

Insert Bid # 23ITB138741K-JAJ  
Task Order Contract for Minor Construction Projects

Section 10  
Exhibits

## OPERATION PLAN

1. Does your company have a documentable Quality Control, Assurance and Improvement Program? If so, please describe.

We have a system in place that assures we get the best quality and most efficient  
work from our subcontractors and laborers. Before we start a project we identify  
contractors with the special skills and experience to perform whatever task order  
is asked of our company. After identifying the contractors we schedule and hold  
a pre-construction meeting to address all questions and concerns about the project.  
As the project is progressing the project manager will do a visual assessment of  
the work being performed. This is done in a timely manner depending on the duration  
of the project. All contractors are encouraged to provide feedback about the work  
they are performing because it helps to create a more pleasant and efficient work environment.

2. Describe your implementation/start-up plan(s) for this ITB.

Being that this is a standby/task order plan, the startup plans depend on the type of job  
and situation. First and foremost we must do a work site safety analysis to make sure the  
work environment is safe for everyone involved before proceeding. Then we do a thorough  
assesment of the work / remodel/ repairs that are to be performed so we can provide  
an itemized detailed estimate with our professional estimating software called Xactimate.  
During the site assesment we will also determine if any issues will need to be addressed  
by our design build team that we work with closely to avoid any delays or changes  
to complete the project in a more cost efficient manor for the county and our company.

3. Describe how your company provides relief personnel for employees who do not show up for work.

Hawk Construction has an extensive rolodex of subcontractors and laborers that we can  
call upon if an employee or sub is not able to be present for work. We will contact the  
individual of our choice, if that person is not able to be at the work site within an hour  
of being contacted we will contact the next person on the list. Our practice is to have  
a crew on standby for any unforeseen circumstances.

Insert Bid # 23ITB138741K-JAJ  
Task Order Contract for Minor Construction Projects

Section 10  
Exhibits

4. Describe how you would handle the Contract Management process.
- First we will thoroughly familiarize ourselves with the county's Purchasing Dept.  
procedures and operating strategy so that everyone involve can perform the work  
as seamless as possible without problems. Our project management team will  
communicate regularly with county personal to make sure task orders are received  
and executed in a timely and efficient manner. All potential risks shall be identified  
and managed. All issues, exceptions, and problems will be managed and escalated  
to the appropriate management level and will all be resolved an appropriate time  
frame. We feel it is imperative to establish a strong relationship with the county  
Purchasing Dept. because it will help to reach all goals targeted by everyone involved.
5. Describe your commitment to maintaining County facilities per the specifications and following the instructions provided.
- Hawk Construction has a slogan; "We Strive for Excellence". This is a commitment by  
our company to provide a quality service and product to our clients. Currently we provide  
task order services for Johnson Controls Inc at the Fulton County Jail and facilities they  
manage. We are committed to providing the best service because we like when the  
county or JCI requests our services for a specific task. It lets us know that we are doing  
our job well and that they can continue to count on us to provide the services that they  
are needing. We intend to continue and maintain a strong relationship with our clients  
because it benefits all parties involved. It allows us to grow and expand our company.  
Excellent work breeds more opportunities.



*Specializing in Facility Maintenance • Commercial/Residential • New Construction/Remodeling*

**Hawk Construction Company, LLC** is a licensed full service General Contractor that specializes in Facility Maintenance, tenant improvement and commercial new construction. The company was established in 2003 by CEO/owner Miles Traylor, based in Ellenwood, Georgia. We hold other professional certifications such as SBE, MBE, and LSBE certifications. We were also recently selected as a Super Bowl LIII official vendor. Our service area is the State of Georgia, primarily Metro Atlanta.

We have an extensive background in the following services; facility maintenance, concrete (installation & removal), HVAC, electrical, plumbing, roofing, painting interior/exterior, demolition, multiple flooring surface installation, locks/security/alarms, signs, fence and landscaping. Using our industry knowledge and service-offering expertise, we can service a variety of commercial projects.

Our bonding capacity is \$550k but we can seek more if necessary. We are fully insured, including workman's compensation, General Liability, and a \$5 million Umbrella policy.

Listed below is a brief project list of our completed projects:

- **Fulton County Senior Surge Project Phase 1 & 2: Multipurpose & Neighborhood Senior Centers Facility Maintenance> Phase 1 completed December 2020 (\$530,054) / Phase 2 March 2022 to Present (2022 - \$416,998 & 2023 -\$222,507)**
- **Johnson Controls Inc. @ Fulton County Jail 901 Rice St., Atlanta, GA 30318, Fulton County Jail; Building Operations & Maintenance Services; Continued supply of manpower & Task Order Construction services; Annual contract valued over \$1,000,000; 2011- Present**
- **DeKalb County Government, 1300 Commerce Drive, Decatur, GA 30030; On Call Roof Maintenance Repair & Replacement Services (Annual Contract with 2 Options to Renew) - ITB-19-101079, CPA 1175307. Valued at \$2,615,897.00. David M. Asbel - Construction Project Manager, (404) 687-3528 Currently in Progress.**
- **DeKalb County (ITB) NO. 20-101279 -CPA: 1242525. Roof Replacement at Various DeKalb County Fire Stations, 1300 Commerce Dr, Decatur, GA 30030. Valued at \$1,136,640.00. Currently in Progress.**
- **Amazon.com Services LLC, Locations ATL7, ATL8, HGA6, Various Task Order Construction Services: November 2019 to Present**

# **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 services<sup>1</sup> under a contract with **[insert name of prime contractor]** Hawk Construction Company LLC on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

441902

EEV/Basic Pilot Program\* User Identification Number

Miles TraylorBY: Authorized Officer of Agent  
(Insert Contractor Name)

CEO/ Owner

Title of Authorized Officer or Agent of Contractor

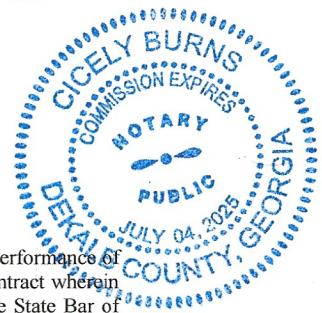
Miles Traylor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 19<sup>th</sup> day of March, 2024Notary Public: C. BurnsCounty: HenryCommission Expires: 7-4-25

<sup>1</sup>O.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.

<sup>2</sup>\*[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].



23ITB138741

Task Order Contract for Minor Construction Projects

Section 6

Purchasing Forms & Instructions

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: N/A

Utility Contractor's Name: N/A

Expiration Date of License: \_\_\_\_\_

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

Signed: Miles Traylor

Date: 11/14/2023

**(ATTACH COPY OF LICENSE)**

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

Contractor's Name: Miles Traylor

General Contractor's License Number: RLCI000888

Expiration Date of License: 6/30/24

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

Signed: Miles Traylor

Date: 11/14/2023

**(ATTACH COPY OF LICENSE)**





**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
ate Licensing Board for Residential and General Contractors  
LICENSE NO. RLCI000888

Miles Traylor

158 Fairview Road  
Suite E  
Ellenwood GA 30294

**Residential Light Commercial Individual**

EXP DATE - 06/30/2024 Status: Active

Issue Date: 04/22/2008

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: Miles TraylorPerforming work as: Prime Contractor ☒ Sub-Contractor ☐Professional License Type: Construction / General ContractorProfessional License Number: RLCI000888Expiration Date of License: 6/30/2024

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

Signed: Miles TraylorDate: 11/13/2023

(ATTACH COPY OF LICENSE)

**FORM D: 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.

1. Miles Traylor 158 Fairview Rd. Suite E, Ellenwood, GA 30294 - Owner 100%
2. Cameo Michel 158 Fairview Rd. Suite E, Ellenwood, GA 30294 - Sr. Estimator
3. Antonio Biddings 158 Fairview Rd. Suite E, Ellenwood, GA 30294 - Finance Director
4. Cicely Burns 158 Fairview Rd. Suite E, Ellenwood, GA 30294 - Office Manager

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.

Hawk Construction has steadily expanded its position as quality commercial, residential, and facility maintenance construction company in Georgia. We continue to grow our strong relationship with clients such as Amazon.com Services LLC, Johnson Controls Inc, DeKalb County, Fulton County, Henry County, Meals On Wheels Atlanta, individuals with private owned businesses, and a number of residential clients. Providing various facility task order maintenance services for Amazon.com Services LLC, Johnson Controls Inc, DeKalb County, Fulton County, Henry County and various clients has garnered us the reputation of being a company that can get the job done.

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 has ever: (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.

Hawk Construction Company LLC is currently performing task order assignments under the existing Contract Agreement #19ITB432768K-JAJ (D). The most recent projects performed are:

1. Fulton County Senior Center Surge Project - (Phase 2) March 2022 to Present  
2022 (\$416,998) & 2023 (\$222,507)
2. Fulton County Senior Center Surge Project - (Phase 1) June 2020 to December 2020  
2020 > \$530,054
3. Fulton County Jail - Provide facility maintenance manpower and numerous task order services at the jail under the management of Johnson Controls Inc. Invoicing is currently and has been submitted via Johnson Controls Inc. for these projects. March 2011 to Present
4. 18ITB081018K-LN Renovation of Judges Chambers in the Fulton County Justice Center (\$96,443.00)  
Project was completed June 2019

**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]



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.

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[SIGNATURES ON NEXT PAGE]

23ITB138741

Task Order Contract for Minor Construction Projects

Section 6  
Purchasing Forms & Instructions

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 14 day of November, 2023

Hawk Construction Company LLC  
(Legal Name of Proponent)

11/14/2023  
(Date)

Miles Traylor  
(Signature of Authorized Representative)

11/14/2023  
(Date)

CEO/Owner  
(Title)

Sworn to and subscribed before me,

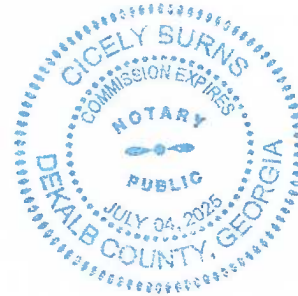
This 14<sup>th</sup> day of November, 2023

C Burns  
(Notary Public)

(Seal)

Commission Expires  
(Date)

7-4-2025



**EXHIBIT I**

**OFFICE OF CONTRACT COMPLIANCE**

**FORMS**



Ellenwood, GA 30294

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Hawk Construction Company LLC

ITB/RFP Name & Number: 23ITB138741K-JAJ

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is **NOT** ☐, is ☒ a minority or female owned and controlled business enterprise. ☒ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ☐ **Small Business (SBE)**; ☐ **Service Disable Veteran (SDVBE)** ☐ **Disadvantage Business (DBE)** **\*\*If yes, Prime must submit a copy of recent certification.**

☒ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ \_\_\_\_\_ Or \_\_\_\_\_ 60 %

2. This information below must be completed and submitted with the bid/proposal if 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.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV	N/A	% of JV	N/A
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 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

[illegible]

Total Dollar Value of Certified Subcontractors: (\$) TBD

Total Percentage of Certified Subcontractors: (%) TBD

**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 Exhibit 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 will participate.

Signature: Miles Traylor Title: CEO/Owner

Business or Corporate Name: Hawk Construction Company LLC

Address: 158 Fairview Rd. Suite E

Ellenwood, GA 30294

Telephone: (678) 565-5120

Fax Number: (678) 565-7950

Email Address: office@mhawkconstruction.com

#### UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

**EXHIBIT B2 FORM**  
**SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE**  
**OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

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

[illegible]

[illegible]

EXHIBIT C FORM  
SUBCONTRACTOR CONTACT FORM

	TBD		

Company Name: Hawk Construction Company LLC

Project # & Title:

Printed Signature: Miles Tralor

Date: 11/13/23

**EXHIBIT J**

**RISK MANAGEMENT INSURANCE  
PROVISIONS FORMS AND CERTIFICATE**



23ITB138741K-JAJ  
Task Order Contract

**Section 5**  
**Insurance and Risk Management Provisions**

**Insurance and Risk Management Provisions**

**Task Order Contract for Minor Construction**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

- 
1. **WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer’s Liability Insurance \$1,000,000	BY ACCIDENT	EACH	ACCIDENT
Employer’s Liability Insurance \$1,000,000	BY DISEASE	POLICY LIMIT	
Employer’s Liability Insurance \$1,000,000	BY DISEASE	EACH EMPLOYEE	

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

23ITB138741K-JAJ

Task Order Contract

- |   |           |             |
|---|-----------|-------------|
| Bodily Injury and Property Damage Liability                 | Each      | Occurrence  |
| \$1,000,000   |           |             |
| (Other than Products/Completed Operations)General Aggregate |           | \$2,000,000 |
| Products\Completed Operation                                | Aggregate | Limit       |
| \$2,000,000   |           |             |
| Personal and Advertising Injury                             | Limits    |             |
| \$1,000,000   |           |             |
| Damage to Rented Premises                                   | Limits    | \$100,000   |
3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
- Bodily Injury & Property Damage** Each Occurrence
- \$1,000,000
- (Including operation of non-owned, owned, and hired automobiles).

4. **UMBRELLA LIABILITY** Per Occurrence/Aggregate
- \$2,000,000
- (In excess of above noted coverage)

5. **PROFESSIONAL LIABILITY (Errors & Omission)** Per Claim/Agg. \$2,000,000/\$2,000,000
- Policy shall provide coverage whether such services are performed by the Contractor/Vendor, its agents, representatives, employees, or by any subcontractor or any directly employed or retained by either.

Coverage shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

### **Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

23ITB138741K-JAJ

Task Order Contract

Fulton County Government – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

-

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

23ITB138741K-JAJ

Task Order Contract

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

### PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Hawk Construction Company LLCSIGNATURE: Miles TraylorNAME: Miles TraylorTITLE: CEO/OwnerDATE: 11/14/23



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2024

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).

<b>PRODUCER</b> Jones Group Insurance Services 3459 Acworth Due West RD NW Ste 319 Acworth GA 30064	<b>CONTACT NAME:</b> Kristine Jones <b>PHONE (A/C, No. Ext):</b> 770-933-7929 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> info@jonesgroupinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Kinsale Insurance</td> <td>38920</td> </tr> <tr> <td><b>INSURER B:</b> AIC Insurance</td> <td>27898</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b> The Hartford</td> <td>19682</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Kinsale Insurance	38920	<b>INSURER B:</b> AIC Insurance	27898	<b>INSURER C:</b>		<b>INSURER D:</b> The Hartford	19682	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> HAWK CONSTRUCTION COMPANY LLC 158 FAIRVIEW RD STE E ELLENWOOD GA 30294															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			0100173027-2	12/19/2023	12/19/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			0100173126-2	12/19/2023	12/19/2024	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	<input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WCV001812400	04/07/2024	04/07/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	The Hartford			22BDDIC1051	03/29/2024	03/29/2025	Crime Bond	\$100,000
							DED	\$1,000

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

General Contracting Services; Remodeling; Carpentry Class  
 Miles Traylor DBA Hawk Construction GC RLC1000888==General Contracting Services; Remodeling; Carpentry Class-  
 Additional insured:  
 Fulton County Purchasing  
 130 Peachtree Street Sw ste 1168  
 Atlanta GA 30303

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government Attn: Purchasing Department 130 Peachtree Street SW Suite 1168 Atlanta GA 30303-3459	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b>          Kristine Jones</p>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2024

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).

<b>PRODUCER</b>  Chris Pettis State Farm 450 Santa Fe Trl Ellenwood GA 30294	<b>CONTACT NAME:</b> Chris Pettis <b>PHONE (A/C, No, Ext):</b> 770-474-3646 <b>FAX (A/C, No):</b> 678-245-4590 <b>E-MAIL ADDRESS:</b> chris.pettis.d62x@statefarm.com																					
<b>INSURED</b> Traylor, Miles and Hawk Construction Company, LLC 158 Fairview Rd. Ste. E. Ellenwood GA 30294	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	State Farm Mutual Automobile Insurance Company	25178	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	State Farm Mutual Automobile Insurance Company	25178																				
INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	C584714C1111B C795516B0911D 9381649D1911I D304706C3011A	03/11/2021 08/09/2021 04/19/2018 09/30/2022	09/11/2024 08/09/2024 04/19/2024 03/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Auto: 9528185C1411F Policy Eff:03/14/2018 and Policy Exp:09/14/2024

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government  
 Attn: Purchasing Department  
 130 Peachtree Street, S.W. Suite 1168  
 Atlanta GA 30303-3459

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

*Chris Pettis* 3/22/24



**FULTON  
COUNTY**

**CONTRACT**

**#23ITB138741K-JAJ(D)**

**TASK ORDER CONTRACT FOR  
MINOR CONSTRUCTION**

**DEPARTMENT OF REAL ESTATE AND ASSET  
MANAGEMENT**

## OWNER - CONTRACTOR AGREEMENT

### #23ITB138741K-JAJ (D) TASK ORDER CONTRACT FOR MINOR CONSTRUCTION

Contractor: Rubio and Sons, Inc.  
10 Frost Cove

Project No. 23ITB138741K-JAJ

Address: Hoschton, GA 30548

Telephone: 678-656-2309

Contact: Richard Rubio

Email: [contractrubio@bellsouth.net](mailto:contractrubio@bellsouth.net)

THIS AGREEMENT is effective as of the 1<sup>st</sup> day of January, 2024, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions
- Exhibit C: Addenda (Not Applicable)
- 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 One Million Two Hundred Thousand Dollars and No Cents, (\$**1,200,000.00**) 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: #23ITB138741K-JAJ

Task Order Contract for Minor Construction

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within **365** calendar days from the Notice to Proceed or the date work begins, whichever comes first. This project has three (3) one (1) year renewal options.



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.

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 Commissioner on Wednesday, January 10<sup>th</sup>, 2024; Item #24-0014(E)

[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**

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Board of Commissioners

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Dennal Stewart*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*Joseph Davis*

Joseph N. Davis, Director  
Real Estate and Asset Management

CONTRACTOR:

**RUBIO AND SONS, INC.**

DocuSigned by:

*Richard Rubio*

Richard Rubio, President

ATTEST:

DocuSigned by:

*Victoria Rubio*

Secretary  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: 24-0014 RM: 1/10/2024
RECESS MEETING	REGULAR MEETING

END OF SECTION

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## SECTION 8 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 Real Estate and Asset Management Department as the Construction Manager.

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

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

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

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

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

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

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

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

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

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

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

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

Project Manual - The Contract Documents.

Provide - shall mean to furnish and install.

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

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

#### **00700-4 CODES**

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

#### **00700-5 REVIEW OF CONTRACT DOCUMENTS**

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency

or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

#### **00700-6 STRICT COMPLIANCE**

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

#### **00700-7 APPLICABLE LAW**

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

#### **00700-8 PERMITS, LICENSES AND BONDS**

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

#### **00700-9 TAXES**

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time



bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

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

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

#### **00700-10 DELINQUENT CONTRACTORS**

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

#### **00700-11 LIEN WAIVERS**

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

#### **00700-12 MEASUREMENT**

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

#### **00700-13 ASSIGNMENT**

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

**00700-14 FOREIGN CONTRACTORS**

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

**00700-15 INDEMNIFICATION**

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

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

**00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS**

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

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

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

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

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

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

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

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

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

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

#### **00700-17 ADMINISTRATION OF CONTRACT**

The Construction Manager shall provide administration services as hereinafter described.

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

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

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

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

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

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

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

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Real Estate and Asset Management 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**

##### **A. 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

**B. 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.

**C. 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:

1. 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.
2. 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.

**D. PROTECTION OF THE WORK**

1. 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.
2. 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.

**E. 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.

**F. 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.

**G. 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.

H. **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:
  - a. 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
  - b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

**00700-45 RECORDS**

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and

any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

**00700-46 DEDUCTIONS**

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

**00700-47 REIMBURSEMENT OF THE COUNTY**

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

**00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES**

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

**00700-49 COMMENCEMENT AND DURATION OF WORK**

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

work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

**00700-50 TIME OF THE ESSENCE**

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

**00700-51 IMPACT DAMAGES**

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

**00700-52 DELAY**

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

**00700-53 INCLEMENT WEATHER**

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

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

**00700-54 DELAY - NOTICE AND CLAIM**

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

**00700-55 STATEMENT OF CLAIM - CONTENTS**

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

**00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR**

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

**00700-57 DILIGENCE**

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

**00700-58 SET-OFFS**

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

**00700-59 REMEDIES CUMULATIVE**

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

**00700-60 TITLE TO MATERIALS**

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



the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

**00700-61 INSPECTION OF MATERIALS**

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

**00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING**

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

**00700-63 MATERIALS INCORPORATED IN WORK**

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

**00700-64 STORAGE OF MATERIALS**

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

**00700-65 PAYROLL REPORTS**

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

**00700-66 CONTRACTORS' REPRESENTATIVE**

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor'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](mailto: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 (5) percent of the estimated value of the work performed. At the substantial completion of the work or as otherwise provided in the contract documents, if the County's authorized contract representative determines that the work is reasonably satisfactory, the County will pay the retainage to the contractor within thirty (30) days of being invoiced and after any other documentation required by the contract documents is provided. If there are any remaining incomplete items at that time, an amount equal to two hundred (200) percent of the value of each item shall be withheld until such items are completed. The retainage of each subcontractor may be released separately as the subcontractor completes his or her work, at the discretion of the owner and with the approval of the contractor.

**00700-75 PAYMENT OF SUBCONTRACTORS**

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

**00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS**

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

**00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK**

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

**00700-78 PAYMENTS IN TRUST**

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

**00700-79 JOINT PAYMENTS**

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

**00700-80 RIGHT TO WITHHOLD PAYMENT**

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

**00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION**

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

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

**00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION**

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

**00700-83 COMMENCEMENT OF WARRANTIES**

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

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

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

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

**00700-85 DOCUMENTATION OF COMPLETION OF WORK**

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

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;
- b. The surety's consent to final payment; and
- c. 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****A. CHANGE ORDERS**

1. 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.
2. 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.
3. 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:
  - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
  - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - d. By the method provided in Subparagraph A4 below.
4. 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.

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

- c. 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.
  - 6. 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:
    - a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
    - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
    - c. 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.
    - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
    - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
  - 7. 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.
  - 8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.
- B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS
- 1. 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.



2. 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.
3. 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.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. 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".

**C. REQUESTS FOR ADDITIONAL COST**

1. 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.
2. 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.

**D. 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.

**E. 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.

I N D E X

<u>SUBJECT</u>	<u>GENERAL CONDITION ARTICLE #</u>
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**EXHIBIT A**  
**FINAL AFFIDAVIT**

TO FULTON COUNTY, GEORGIA

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

\_\_\_\_\_  
Signature\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Notary Public\_\_\_\_\_  
My Commission expires

END OF SECTION

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**SECTION 9****SPECIAL CONDITIONS****SECTION 01010 – SUMMARY OF WORK****1.01 Description**

- A. The work includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a General Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures, or other real property. All work shall be in conformance with the contract documents, drawings and Fulton County Standards and Specifications. Being this is a miscellaneous standby contract; the location of the work will be in various locations throughout Fulton County. Projects will be assigned by issuance of a Notice to Proceed (NTP) for that individual project.

**1.02 Project Location**

The projects will be located at various locations throughout Fulton County, GA.

**1.03 Quantities**

The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

**1.04 Partial Owner Occupancy**

The existing facilities to which these improvements are being made will continue operation during the period of construction.

**1.05 Coordination of Work**

- A. The Contractor shall coordinate the work with third parties (such as power, natural gas, or telephone companies) in areas where such parties may have rights to underground property or facilities.
- B. The Contractor shall request from involved third parties maps or other descriptive information as to the nature and location of such underground facilities or property. The Contractor shall make all necessary investigations to determine the existence and location of underground utilities.



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Special Conditions

Division 1 - General Requirements

- C. The Contractor will be held responsible for any damage to and for maintenance and protection of existing utilities and structures.
- D. The Contractor shall coordinate the work with owners of private and public property where access is required for the performance of the work. Legal access will be acquired and provided by the Owner.

***END OF SECTION***

**SECTION 01016****OCCUPANCY****Part 1 General Requirements****1.01 Partial Occupancy By Owner**

Whenever, in the opinion of the Engineer, any section or portion of the Work or any structure is in suitable condition, it may be put into use upon the written order of the Engineer and such usage will not be held in any way as an acceptance of said Work or structure, or any part thereof, or as a waiver of any of the provisions of these Specifications and the Contract. Pending final completion and acceptance of the Work, all necessary repairs and replacements, due to defective materials or workmanship or operations of the Contractor, for any section of the Work so put into use shall be performed by the Contractor at Contractor's own expense.

***END OF SECTION***

## **SECTION 01060**

### **REGULATORY REQUIREMENTS**

#### **Part 1 General**

##### **1.01 Scope**

- A. Permits and Responsibilities: The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, including building permits, and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the Work.
  - 1. In addition, City Work Permits, Right of Way Encroachment permits, plumbing permits and similar type permits, and all appropriate licenses are the responsibility of the Contractor.
  - 2. If land disturbance permits, DOT permits, or easements are required, they will be obtained by the County as part of the design process.
- B. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.
- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the Work, except for any completed unit of construction thereof which may heretofore have been accepted.

***END OF SECTION***

**SECTION 01091****CODES AND STANDARDS****Part 1 General****1.01 Description**

A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for Bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.

B. The inclusion of an organization under one (1) category does not preclude that organization's standards from applying to another category.

C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.

D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.

E. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 1.02.

**1.02 Standard Organizations****A. Piping and Valves**

ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
DIPRA	Ductile Iron Pipe Research Association
FCI	Fluid Controls Institute
MSS	Manufacturers Standardization Society
NCPI	National Clay Pipe Institute
NSF	National Sanitation Foundation
PPI	Plastic Pipe Institute
Uni-BellPVC	Pipe Association

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Special Conditions

Division 1 - General Requirements

## B. Materials

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials

## C. Painting and Surface Preparation

NACE	National Association of Corrosion Engineers
SSPC	Steel Structures Painting Council

## D. Electrical and Instrumentation

AEIC	Association of Edison Illuminating Companies
AIEE	American Institute of Electrical Engineers
EIA	Electronic Industries Association
ICEA	Insulated Cable Engineers Association
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	ISA – The Instrumentation, Systems, and Automation Society
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
REA	Rural Electrification Administration
TIA	Telecommunications Industries Association
UL	Underwriter's Laboratories
VRCI	Variable Resistive Components Institute

## E. Aluminum

AA	Aluminum Association
AAMA	American Architectural Manufacturers Association

## F. Steel and Concrete

ACI	American Concrete Institute
AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
CRSI	Concrete Reinforcing Steel Institute
NRMA	National Ready Mix Association
PCA	Portland Cement Association
PCI	Pre-Stressed Concrete Institute

## G. Welding

ASME	American Society of Mechanical Engineers
AWS	American Welding Society

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Special Conditions

Division 1 - General Requirements

## H. Government and Technical Organizations

AIA	American Institute of Architects
APHA	American Public Health Association
APWA	American Public Works Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineers
CFR	Code of Federal Regulations
CSI	Construction Specifications Institute
EDA	Economic Development Administration
EPA	Environmental Protection Agency
FCC	Federal Communications Commission
FmHA	Farmers Home Administration
FS	Federal Specifications
IAI	International Association of Identification
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
NBFU	National Board of Fire Underwriters
(NFPA)	National Fluid Power Association
NBS	National Bureau of Standards
NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
USDC	United States Department of Commerce
WEF	Water Environment Federation

## I. General Building Construction

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association
DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association

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Special Conditions

Division 1 - General Requirements

NAAMM	National Association of Architectural Metal Manufacturers
NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association
NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
RMA	Rubber Manufacturers Association
SBC	SBCC Standard Building Code
SDI	Steel Door Institute
SIA	Scaffold Industry Association
SMA	Screen Manufacturers Association
SPRI	Single Ply Roofing Institute
TCA	Tile Council of America
UBC	Uniform Building Code

## J. Roadways

AREA	American Railway Engineering Association
DOT	Department of Transportation
SSRBC	Standard Specifications for Construction of Transportation Systems, Georgia Department of Transportation

## K. Plumbing

AGA American Gas Association  
 NSF National Sanitation Foundation  
 PDI Plumbing Drainage Institute  
 SPC SBCC Standard Plumbing Code

## L. Refrigeration, Heating, and Air Conditioning

AMCA	Air Movement and Control Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CGA	Compressed Gas Association
CTI	Cooling Tower Institute
HEI	Heat Exchange Institute
IIAR	International Institute of Ammonia Refrigeration
NB	National Board of Boilers and Pressure Vessel Inspectors
PFMA	Power Fan Manufacturers Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SMC	SBCC Standard Mechanical Code
TEMA	Tubular Exchangers Manufacturers Association

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Special Conditions

Division 1 - General Requirements

M. Equipment

AFBMA Anti Friction Bearing Manufacturers Association, Inc.  
AGMA American Gear Manufacturers Association  
ALI Automotive Lift Institute  
CEMA Conveyor Equipment Manufacturers Association  
CMAA Crane Manufacturers Association of America  
DEMA Diesel Engine Manufacturers Association  
MMA Monorail Manufacturers Association  
OPEI Outdoor Power Equipment Institute, Inc.  
PTI Power Tool Institute, Inc.  
RIA Robotic Industries Association  
SAMA Scientific Apparatus Makers Association

**1.03 Symbols**

Symbols and material legends shall be as scheduled on the Drawings.

***END OF SECTION***



## **SECTION 01200**

### **PROJECT MEETINGS**

#### **Part 1 General**

##### **1.01 Scope**

- A. Work under this Section includes all scheduling and administering of pre-construction and progress meetings as herein specified and necessary for the proper and complete performance of this Work.
- B. Scheduling and Administration by Engineer:
  - 1. Prepare agenda.
  - 2. Make physical arrangements for the meetings.
  - 3. Preside at meetings.
  - 4. Record minutes and include significant proceedings and decisions.
  - 5. Distribute copies of the minutes to participants.

##### **1.02 Preconstruction Conference**

- A. The Engineer shall schedule the preconstruction conference prior to the issuance of the Notice to Proceed.
- B. Representatives of the following parties are to be in attendance at the meeting:
  - 1. Owner.
  - 2. Engineer.
  - 3. Contractor and superintendent.
  - 4. Major subcontractors.
  - 5. Representatives of governmental or regulatory agencies when appropriate.
- C. The agenda for the preconstruction conference shall consist of the following as a minimum:
  - 1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.
  - 2. Critical work sequencing.
  - 3. Designation of responsible personnel and emergency telephone numbers.
  - 4. Processing of field decisions and change orders.
  - 5. Adequacy of distribution of Contract Documents.

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Special Conditions

Division 1 - General Requirements

6. Schedule and submittal of shop drawings, product data and samples.
7. Pay request format, submittal cutoff date, pay date and retain age.
8. Procedures for maintaining record documents.
9. Use of premises, including office and storage areas and Owner's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Work hours.

### **1.03 Project Coordination Meetings**

Project Coordination Meetings may be requested at any time at the discretion of the Owner, Engineer or Contractor. The party requesting a meeting shall provide the other two (2) parties with as much notice as possible, as well as a written agenda for such meeting.

***END OF SECTION***

**SECTION 01210****INSPECTION OF WORK****Part 1 General****1.01 Scope**

- A. The work covered by this Section includes the Engineer's and Contractor's responsibilities and obligations regarding inspection of the work performed.

**1.02 Engineer's Inspection**

- A. The Engineer shall have the right of access to and inspection of the work at all times. Materials, equipment and products shall be subject to the Engineer's review as specified herein.
- B. The Engineer is responsible for general surveillance of the work on behalf of the Owner. The Engineer is not responsible for construction means, methods, sequences, or procedures or for safety precautions and programs in connection with the work. The Engineer is not responsible for supervision of the work and shall not give instruction to the Contractor's personnel as to methods of execution of the work. The Engineer is not responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

**1.03 Contractor's Duties**

- A. The Contractor is responsible for all materials, equipment, methods, and procedures in execution of the work.
- B. The Contractor shall correct to the satisfaction of the Engineer any work or material found to be defective or of deficient quality. Such corrections shall be made by the Contractor at no additional expense to the Owner.

**1.04 Right of Entry**

- A. Representatives of Fulton County, the Environmental Protection Division of the Georgia Department of Natural Resources, and the U.S. Department of Agriculture, Soil Conservation Services and others as may be identified by the Owner shall have access to the work wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

**Part 2 Products (Not Used)****Part 3 Execution (Not Used)****END OF SECTION**

## **SECTION 01710**

### **SERVICES CLEANING**

#### **Part 1 General**

##### **1.01 Scope**

This Section covers the general cleaning which the Contractor shall be required to perform both during construction and before final acceptance of the Project unless otherwise shown on the Drawings or specified elsewhere in these Specifications.

##### **1.02 Quality Assurance**

- A. Daily, and more often if necessary, conduct inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

##### **1.03 Hazardous Material and Waste**

- A. Contractor shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall also be disposed of in approved landfills as applicable.
- B. Contractor shall prevent accumulation of wastes which create hazardous conditions.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed.
- D. Disposal of hazardous wastes or materials into sanitary or storm sewers shall not be allowed.

##### **1.04 Disposal of Surplus Materials**

Unless otherwise shown on the Drawings, specified or directed, the Contractor shall legally dispose offsite all surplus materials and equipment from demolition and shall provide suitable offsite disposal site, or utilize a site designated by the Owner.

#### **Part 2 Products**

##### **2.01 Cleaning Materials and Equipment**

Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

### 1.01 Compatibility

Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Engineer.

## Part 3 Execution

### 3.01 Progress Cleaning

#### A. General

1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work.
2. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

#### B. Site

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. Restack materials stored on site weekly.
3. At all times maintain the site in a neat and orderly condition which meets the approval of the Engineer.

### 3.02 Final Cleaning

- A. Definitions: Unless otherwise specifically specified, "clean" for the purpose of this Article shall be interpreted as the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.
- B. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in 3.01 above.
- C. Site: Unless otherwise specifically directed by the Engineer, hose down all paved areas on the site and all public sidewalks directly adjacent to the site; rake clean other surfaces of the grounds. Completely remove all resultant debris.
- D. Post Construction Cleanup: All evidence of temporary construction facilities, haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, as directed by the Engineer.

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Special Conditions

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- E. Restoration of Landscape Damage: Any landscape feature damaged by the Contractor shall be restored as nearly as possible to its original condition at the Contractor's expense. The Engineer will decide what method of restoration shall be used.
- F. Timing: Schedule final cleaning as approved by the Engineer to enable the Owner to accept the Project.

### **3.03 Cleaning During Owner's Occupancy**

Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Engineer in accordance with the Supplementary Conditions of the Contract Documents.

***END OF SECTION***

**SECTION 01740****WARRANTIES AND BONDS****Part 1 General****1.01 Project Maintenance and Warranty**

- A. Maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by the Owner.
- B. Contractor shall warrant for a period of one (1) year from the date of Owner's written acceptance of certain segments of the Work and/or Owner's written final acceptance of the Project, as defined in the Contract Documents, that the completed Work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one (1) year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new twelve (12) month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two (2) or more successive failures of the same kind in the same item or failures of the same kind in two (2) or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over or under lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted

from the scope of the one (1) year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and re-warranted for one (1) year.

- E. Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the Owner.
- G. Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one (1) year from the date of final acceptance. In the event the repairs and maintenance are not made immediately and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.
- H. In the event the Contractor fails to proceed to remedy the defects upon notification within fifteen (15) days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- I. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

**END OF SECTION**



# **EXHIBIT C**

# **ADDENDA**



**Date: November 10, 2023**

**Project Number: 22ITB1366384K-JAJ**

**Project Title: Task Order Contract for Minor Construction**

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

**ADDENDUM NO. 1**

1. Questions and Answers.
2. Table below answers Q2.

VENDORS	2021	2022	2023
A	\$929,242.00	\$127,406.51	Did not renew
B	\$249,185.00	\$947,913.01	\$666,867.01
C	\$996,483.86	\$1,085,925.48	\$987,715.32
D	\$1,132,366.86	\$1,326,339.82	\$736,527.12
E	\$888,794.11	\$780,489.91	\$867,912.73
F	\$366,539.07	\$616,408.01	\$429,935.30

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 1, # 3 of the Instructions to Bidders of the ITB.

This is to acknowledge receipt of Addendum No. 1, 13 day of November, 2023.

Rubio and Son Interiors Inc.  
Legal Name of Bidder/Proposer

[Signature]  
Signature of Authorized Representative

Secretary  
Title

## Questions & Answers - 1

**Project** 23RFP139070K-JAJ - Progressive Design/Build Campbellton Pump Station  
**Buying Organization** Fulton County Government

No	Question/Answer	Question Date
Q1	<p><b>Question: Location of Forms</b>            What section do you want the forms to go in? Can we make a separate Appendix for the forms?</p> <p><b>Answer:</b> Adhere to the bid list as indicated in Bid Net. The acknowledgement of addenda may be labeled as an appendix in your submittal.</p>	01/12/2024
Q2	<p><b>Question: Bidder Qualification Statement</b>            Section 4 – Past Performance / Relevant Project Experience. The last line asks to “Complete the Statement of Bidder’s Qualifications in Section 7. Section 7 (on page 75) is titled “Statement of Bidder’s Qualifications and Safety Record Form”, however the page is blank and doesn’t have any forms. Were they left out?</p> <p><b>Answer:</b> See attachment to Addendum 1.</p>	01/12/2024
Q3	<p><b>Question: Technical Approach</b>            1. Please consider extending the Technical Approach to more than 3 pages? It’s difficult to answer the required info as well as discuss technical aspects within three pages. (Note resumes are allowed 3 pages per person, but they could be limited to 2 per person max to limit overall pages.</p> <p><b>Answer:</b> The Technical Approach is extended to five pages.</p>	01/16/2024
Q4	<p><b>Question: Page Size Consideration</b>            2. Can we use 11x17 pages for graphic purposes?</p> <p><b>Answer:</b> No. 11x17 pages may not be used.</p>	01/16/2024
Q5	<p><b>Question: Pump Station Site Location</b>            3. Please confirm preferred site of pump station.</p> <p><b>Answer:</b> See Addendum 1.</p>	01/16/2024
Q6	<p><b>Question: Site Visit Contact</b>            4. Who is our contact for a site visit to the proposed pump station site?</p> <p><b>Answer:</b> See Addendum 1.</p>	01/16/2024

# **EXHIBIT D**

## **BID FORMS**

23ITB138741K-JAJ  
Task Order Contract for Minor Construction Projects

Section 2  
Bid Form

**BID FORM**

Submitted To: Fulton County Government

Submitted By: Rubio and Son Interiors, Inc.

For: # 23ITB138741K-JAJ TASK ORDER CONTRACT FOR MINOR CONSTRUCTION PROJECTS

Submitted on 11/14, 2023.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid 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 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 COST MULTIPLIER IS ONE OF THE FACTOR UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED ALONG WITH THE BIDDER'S ABILITY TO MEET BONDING CAPACITY REQUIREMENTS AND/OR VARIFIABLE OPEN LINES OF CREDIT FROM SUPPLIERS. ALL OF THESE FACTORS WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**OVERALL ADJUSTMENT FACTOR TO BE APPLIED AGAINST THE R.S. MEANS BUILDING CONSTRUCTION COST DATA UNIT PRICING. THIS FACTOR IS APPLIED AGAINST THE TOTAL COST, WHICH INCLUDES OVERHEAD AND PROFIT.**

.95915  
(R.S. MEANS)

23ITB138741K-JAJ  
Task Order Contract for Minor Construction Projects

Section 2  
Bid Form

Point Ninety Five Nine One Five  
(R.S. MEANS in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.



23ITB138741K-JAJ  
Task Order Contract for Minor Construction Projects

Section 2  
Bid Form

**BASE BID AMOUNT**

The above Bidder is:

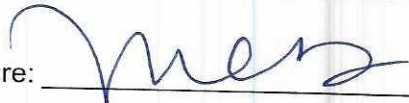
- ☐ An Individual  
☐ A Company  
☒ A Corporation  
☐ A Partnership  
☐ A Joint Venture consisting of

For the performance of the work as stated in this Invitation to Bid, we bid the following adjustment factor. (Utilize four decimal places; example: 0.000).

**Overall Adjustment Factor to be applied against the R S Means Building**

Construction Cost Data unit pricing: .95915

Company: Rubio and Son Interiors Inc.

Signature: 

Name: VICTORIA RUBIO

Title: Secretary

Date: 11/14/2023

23ITB138741K-JAJ  
Task Order Contract for Minor Construction ProjectsSection 2  
Bid Form

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

ADDENDUM #	<u>1</u>	DATED	<u>11/10/2023</u>
ADDENDUM #	<u>          </u>	DATED	<u>          </u>
ADDENDUM #	<u>          </u>	DATED	<u>          </u>
ADDENDUM #	<u>          </u>	DATED	<u>          </u>

BIDDER: Rubio and Son Interiors Inc.  
Signed by: Victoria Rubio  
[Type or Print Name]

Title: Secretary

Business Address: 10 Frost Cove  
Hoschton, GA 30548

Business Phone: (678) 656-2389



**EXHIBIT E**

**BOND AFFIRMATION LETTER**



March 27, 2023

RE: Rubio and Son Interiors, Inc.

To Whom It May Concern:

We understand that our client, Rubio and Son Interiors, Inc. is working with your company and we would like to share our experience as their surety.

Westfield Insurance Company and TIS Insurance Services has the privilege of providing bonds for Rubio and Son Interiors, Inc.. We consider the company to be among our most valued surety accounts. In our opinion, the company is properly equipped, capably staffed, well financed and has demonstrated outstanding performances through the years.

We are confident the company can successfully complete whatever project they choose to undertake. As an example of this confidence, we have provided Rubio and Son Interiors, Inc., a bonding capacity around \$1,000,000 Million single and \$3,000,000 Million aggregate.

All Bid and Final Bonds are subject to review of the contract documents and underwriting conditions at the time of the bid or award. You must also understand that any arrangement for the bid or final bonds is a matter between the contractor and ourselves and we assume no liability to third parties or to you if for any reason we do not execute any bid or final bonds.

We appreciate having the opportunity to share with you our experience with this fine company and urge you to give them every consideration

Sincerely Yours,

A handwritten signature in blue ink that reads "Chad Martin". The signature is written in a cursive, flowing style.

Chad Martin

**EXHIBIT F**

**SCOPE OF WORK & TECHNICAL  
SPECIFICATIONS**

**SECTION 4****SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

The Department of Real Estate and Asset Management's (DREAM) Task Order Contract for Minor Construction Projects, formerly referred to as "Fast Track" (hereinafter called TOC), is a firm-fixed-price indefinite-quantity contract. The work includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a General Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Work Order against the contract.

The successful Bidder shall:

- A. Provide all management, design, labor, materials, equipment, and architectural and engineering support needed to perform the work authorized by work orders issued.
- B. Subscribe to and utilize the latest electronic edition of the R. S. Means Building Construction Cost Data (Standard Edition, hereinafter referred to as "Means Software") for all job assignments. (Note this version uses union wage rates but does include the location factor and quarterly updates.) The software is available via online subscription or CD. The cost of the subscription, or CD, for one (1) seat shall be reimbursed by Fulton County for each year of the term of the contract. Fees for additional users will not be reimbursed by the County.
- C. Submit a cost adjustment factor to be universally applied to the costs included in the Means Software as their Base Bid amount. The awarded Contractor(s) shall base all pricing on work being performed during normal business hours.
- D. For each job assignment, be allowed Special Conditions that are unique to the job conditions that shall not subject to the adjustment factor. Examples of Special Conditions include, but are not limited to:
  - 1. Overtime,
  - 2. Additional security,
  - 3. Specialized equipment to be purchased, or rented, that is necessary for the work, and
  - 4. Coordination with outside contracts or owner provided work.
- E. Upon receiving a job assignment, prepare a cost sheet utilizing the Means Software. The total of the line-item costs shall be multiplied by Bidder's cost adjustment factor. The costs for any Special Conditions and Non-Pre-Priced (NPP) items are itemized and then added to the adjusted cost to generate the total cost for the job assignment.
- F. Deliver the Cost Sheet in the original electronic format to the Fulton County Project Manager for verification of costs.

- G. As TOC requirements are identified, Contractor shall jointly develop a Scope of Work with the County's staff. The General Contractor shall be issued a Request for Proposal Work Order, and based upon the Scope of Work, shall be required to develop a proposal for the work utilizing the Means Software detailed above. The General Contractor shall submit their proposal to the County for review and approval. If the Contractor's proposed units are found reasonable, a work order may be issued at the agreed upon units, which when multiplied by the unit price and contract adjustment factor shall establish the firm fixed price for the work order.
- H. Submit a Safety Plan with response to this Bid that shall be followed to ensure site safety on all jobs. Safety Plan shall reference OSHA requirements.
- I. The procedures for ordering work are covered in the General Conditions.
- The TOC may include what is known as "Non-Pre-Priced items". Non-Pre-Priced (NPP) items may require the establishment of specifications and drawings. Non-Pre-Priced items are bid as cost (lowest of three (3) submitted vendors who have agreed to Special Conditions) plus five percent (5%) overhead and five percent (5%) profit). The procedures for ordering work are covered in the General Conditions.

The Scope of Work and Technical Specifications includes Section 9, Special Conditions Division 1 – General Requirements; 01010 through 01740.

# **EXHIBIT G**

## **EXHIBITS**

23ITB138741K-JAJ

Section 10

Task Order Contract for Minor Construction Projects

Exhibits

## EXHIBIT 1

**STATEMENT OF QUALIFICATIONS  
TECHNICAL COMPETENCE, EXPERIENCE,  
& BUSINESS OPERATIONS**

**(To be submitted with Bid. Additional sheets may be attached)**

1. Number of years of continuous business operation performing construction service?  
27 years
  - a. Is your company a:
 

☒ CORPORATION

☐ PARTNERSHIP

☐ SOLE PROPRIETOR
2. Has Bidder ever participated in a Job Order Contract (JOC) procurement program?  
 (circle response)  
**NO** (Proceed to question 3)  
**YES.** Provide the following:
  - a. Name of program E21QC
  - b. Dates of participation 4/2020 to current
  - c. Program managed by Gordian
3. Within the last 3 years, has Bidder executed 2 or more Work Orders or Contracts within values as follows: (Please state average contract value for "YES" responses)
 

A. Up to \$50,000.00	NO	<input checked="" type="radio"/> YES	\$ <u>35,000</u>
B. \$50,001.00 to \$100,000.00	NO	<input checked="" type="radio"/> YES	\$ <u>80,000</u>
C. \$100,001.00 to \$200,000.00	NO	<input checked="" type="radio"/> YES	\$ <u>120,000</u>
D. Over \$200,000.00	NO	<input checked="" type="radio"/> YES	\$ <u>110,000</u>
4. How many full-time employees do you currently have? 6
5. How many Supervisors/Project Managers? 3
  - a. How many supervisors have had:
 

Less than 3 years supervisory experience  
 3-5 years supervisory experience  
 More than 5 years supervisory experience

0  
0  
3



23ITB138741K-JAJ

Section 10

## Task Order Contract for Minor Construction Projects

Exhibits

6. Provide three (3) construction projects references. Identify any project that is a JOC procurement and provide the POC information below.

Project Name: FC Superior Court - Accountability Court

Contact Name and Title: Keith Johnson / Construction PM

Company Name: Fulton County

Address: 141 Pryor Street Atlanta, GA 30019

Phone Number: 404-906-5684 Fax Number: -

E-mail Address: Keith.johnson@fultoncountyga.gov

Project Name: Diversification Center

Contact Name and Title: Shawn Hodges / Senior Architectural Designer

Company Name: City of Atlanta

Address: 55 Trinity Avenue Atlanta, GA 30303

Phone Number: 404-291-9983 Fax Number: -

E-mail Address: Shodges@atlantaga.gov

Project Name: Multiple government contracts

Contact Name and Title: Nate Tillman / Senior Act. Manager

Company Name: EZIQC

Address: 30 Patewood Drive Suite 350 Greenville, SC 29615

Phone Number: 404-219-4164 Fax Number: -

E-mail Address: n.tillman@gordian.com

7. Provide OSHA EMR rating: 0.90



**OPERATION PLAN**

1. Does your company have a documentable Quality Control, Assurance and Improvement Program? If so, please describe.  
Yes. We define and communicate acceptable criteria  
with inspection plans. Conduct daily inspections.  
Correct timely any deficiencies. Analyze to  
prevent future deficiencies.
2. Describe your implementation/start-up plan(s) for this ITB.  
Understanding our tasks  
Safety Implementation  
personnel line up/ Subcontractor line up  
Material lead time  
Verifying schedule,  
project start
3. Describe how your company provides relief personnel for employees who do not show up for work.  
We have very dependable employees who take  
pride in their work/attendance. If we find  
ourselves in a position to need work help, we  
have a large database of subcontractors to  
call upon. Most of our subcontractors have  
been doing business with us for 10+ years.

# **EXHIBIT H**

## **PURCHASING FORMS**

23ITB138741

Task Order Contract for Minor Construction Projects

Section 6  
Purchasing Forms & Instructions

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 services<sup>1</sup> under a contract with **[insert name of prime contractor]** Rubio and Son Interiors Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

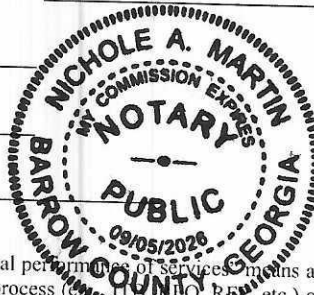
417724

EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer of Agent  
(Insert Contractor Name)Secretary  
Title of Authorized Officer or Agent of Contractor

Victoria Rubio

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15<sup>th</sup> day of November, 2023Notary Public: Nichole MartinCounty: BarrowCommission Expires: 9-5-2026

<sup>1</sup>O.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., RFP, RFQ, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 20 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.

<sup>2</sup>\*[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].



23ITB138741

Task Order Contract for Minor Construction Projects

Section 6  
Purchasing Forms & Instructions

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 services<sup>1</sup> under a contract with [insert name of prime contractor] Rubio and Son Interiors Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

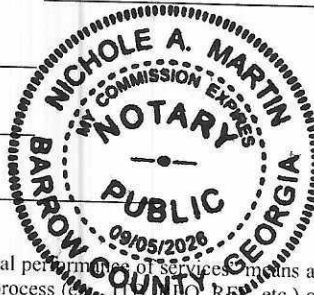
417724

EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer of Agent  
(Insert Contractor Name)Secretary  
Title of Authorized Officer or Agent of Contractor

Victoria Rubio

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15<sup>th</sup> day of November, 2023Notary Public: Nichole MartinCounty: BarrowCommission Expires: 9-5-2026

<sup>1</sup>O.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., RFP, RFQ, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 20 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.

<sup>2</sup>\*[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].

23ITB138741

Task Order Contract for Minor Construction Projects

Section 6  
Purchasing Forms & Instructions

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 services<sup>3</sup> under a contract with [insert name of prime contractor] Rubio and Son Interiors, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1516186

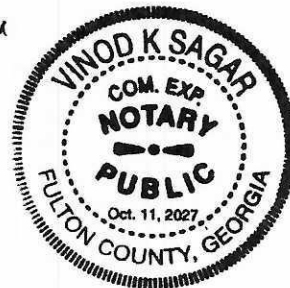
EEV/Basic Pilot Program\* User Identification Number

Noah Drywall LLCBY: Authorized Officer of Agent  
(Insert Subcontractor Name)Citlali Cisneros

Title of Authorized Officer or Agent of Subcontractor

Citlali Cisneros

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 9<sup>th</sup> day of Nov, 2023.Notary Public: Vinod K. SagarCounty: GreenvilleCommission Expires: 10/11/2027

<sup>3</sup>O.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.

<sup>4</sup>[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].



23ITB138741

Task Order Contract for Minor Construction Projects

Section 6  
Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT

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468518

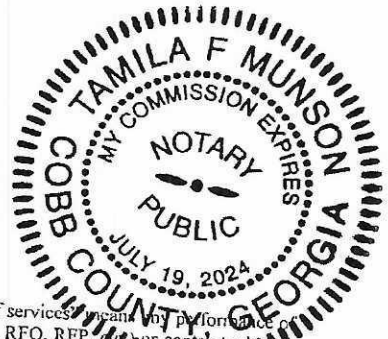
EEV/Basic Pilot Program\* User Identification Number

The Plumbing Shop Inc. DBA Quick Action PlumbersBY: Authorized Officer of Agent  
(Insert Subcontractor Name)Service Manager

Title of Authorized Officer or Agent of Subcontractor

Dave Chambers

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 9 day of November, 2023Notary Public: Tamila F. MunsonCounty: CobbCommission Expires: July 19, 2024

<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means the 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 when 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.

<sup>4</sup>[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].

23ITB138741

Task Order Contract for Minor Construction Projects

Section 6  
Purchasing Forms & Instructions

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 services<sup>3</sup> under a contract with [insert name of prime contractor] Rubio & Son Interiors, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>4</sup>, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

409407

EEV/Basic Pilot Program\* User Identification Number

TLS Electrical Co., Inc.

BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

Manager

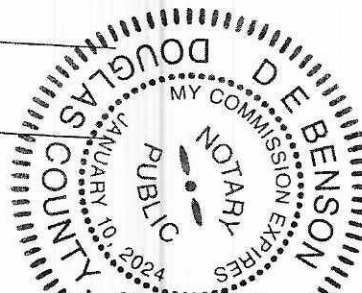
Title of Authorized Officer or Agent of Subcontractor

Brett Stewart

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 9th day of November, 2023.

Notary Public:

County: DouglasCommission Expires: 1-10-24

<sup>3</sup>O.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., CTP, 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.

<sup>4</sup>[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].

23ITB138741

Task Order Contract for Minor Construction Projects

Section 6  
Purchasing Forms & Instructions

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: \_\_\_\_\_

Utility Contractor's Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

**(ATTACH COPY OF LICENSE)**



23ITB138741

Task Order Contract for Minor Construction Projects

Section 6  
Purchasing Forms & Instructions

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

Contractor's Name: Rubio and Son Interiors Inc.

General Contractor's License Number: GCCO 0000009

Expiration Date of License: 06/30/2024

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

Signed: 

Date: November 1st, 2023

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA  
**BRAD RAFFENSPERGER, Secretary of State**  
State Licensing Board for Residential and General Contractors  
LICENSE NO. GCQA000137  
Richard John Rubio  
10 FROST COVE  
Hoschton GA 30548

Company Name: Rubio and Son Interiors Inc  
Company License NO: GCCO000009  
**General Contractor Qualifying Agent**

EXP DATE - 06/30/2024 Status: Active  
Issue Date: 04/25/2008

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](http://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](http://www.sos.ga.gov/plb)

Richard John Rubio  
4524 Shirley Road  
Gainesville GA 30506

STATE OF GEORGIA  
**BRAD RAFFENSPERGER, Secretary of State**  
Georgia State Licensing Board for Residential and General Contractors  
License No. GCQA000137  
Richard John Rubio  
10 FROST COVE  
Hoschton GA 30548  
Company Name: Rubio and Son Interiors Inc  
Company License NO: GCCO000009  
**General Contractor Qualifying Agent**  
EXP DATE - 06/30/2024 Status: Active  
Issue Date: 04/25/2008

23|TB138741  
Task Order Contract for Minor Construction Projects

Section 6  
Purchasing Forms & Instructions

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: TLS Electrical Co., Inc.

Performing work as: Prime Contractor ☐ Sub-Contractor ☒

Professional License Type: Electrical Contractor - Non Restricted

Professional License Number: EN212960

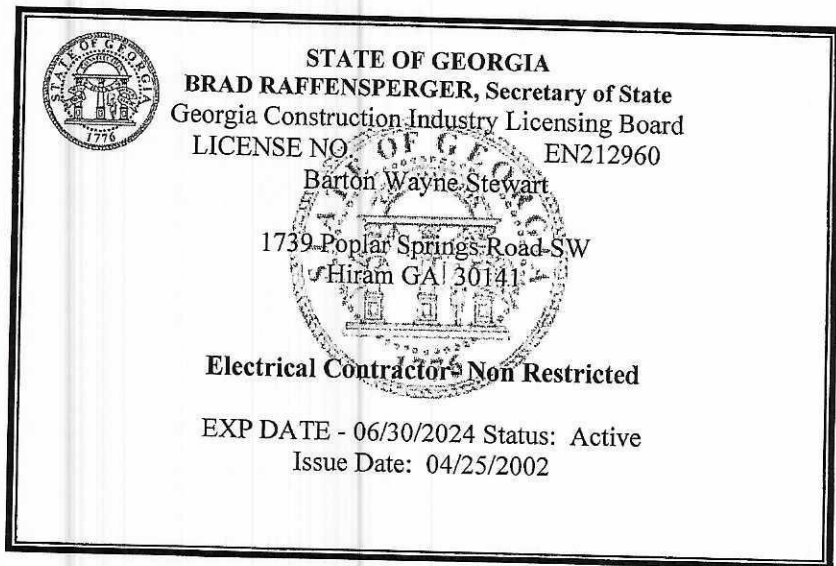
Expiration Date of License: 06/30/2024

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

Signed: Burt Stewart

Date: 11/09/2023

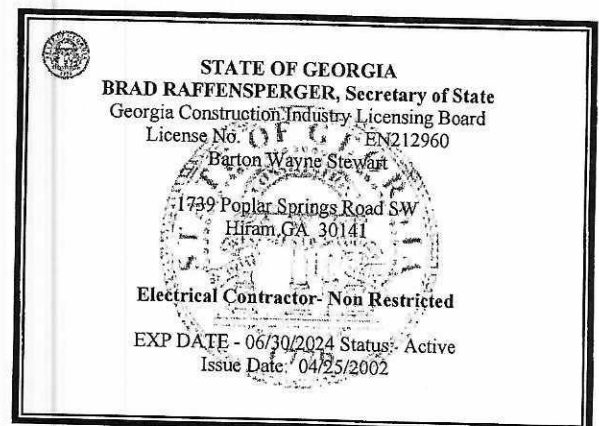
(ATTACH COPY OF LICENSE)



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.  
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.  
Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://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](http://www.sos.ga.gov/plb)

Barton Wayne Stewart  
1739 Poplar Springs Road SW  
Hiram GA 30141





**FORM D: 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.

Richard Rubio / President: 100% ownership / forsee project  
 Nicholas Rubio / Working supervisor  
 Mark Sparks / Project management  
 Victoria Rubio / Admin. duties - special orders, invoicing

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.

We have maintained our customer base since the forming of our business in 1996. During the last (5) years, we've increased our management source to accommodate our growth. We've been awarded State, County + City contracts. All projects have been completed with satisfaction + confidence with each and every project.

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 has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

We have performed work to Fulton County, received payments from Fulton County and we currently do not have any projects ongoing with The County.

We have recently completed the following projects:  
 Solicitor General's office, Drug Accountability Court,  
 Government Center 4th floor, and 7th floor Jury Services.

**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO



23ITB138741

## Task Order Contract for Minor Construction Projects

Section 6  
Purchasing Forms & Instructions

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]

23ITB138741

## Task Order Contract for Minor Construction Projects

Section 6  
Purchasing Forms & Instructions

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.

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[SIGNATURES ON NEXT PAGE]



23ITB138741

Task Order Contract for Minor Construction Projects

Section 6  
Purchasing Forms & Instructions

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 6 day of November, 2023

Rubio and Son Interiors Inc. 11/6/2023  
(Legal Name of Proponent) (Date)

[Signature] 11/6/2023  
(Signature of Authorized Representative) (Date)

Secretary  
(Title)

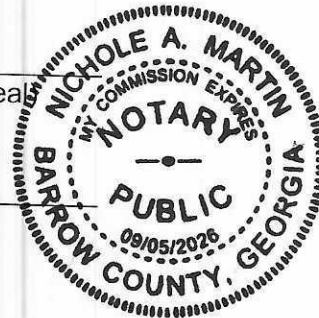
Sworn to and subscribed before me,

This 6 day of November, 2023

Nichole A. Martin  
(Notary Public)

(Seal)

Commission Expires 9-5-2026  
(Date)



**EXHIBIT I**

**OFFICE OF CONTRACT COMPLIANCE**

**FORMS**

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

"Know all persons by these presents, that I/We (Victoria Rubio),

Secretary  
Title

Name  
Rubio and Son Interiors, Inc.  
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) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That 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) That 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) That 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) That 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: Victoria Rubio TITLE: Secretary

SIGNATURE: [Signature]

ADDRESS: 10 Frost Cove

Hoschton, GA 30548

PHONE NUMBER: 678-656-2309 EMAIL: Contractrubio@bellsouth.net



**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Rubio and Son Interiors, Inc.

ITB/RFP Name & Number: Task Order Contract for Minor Construction for Dept. of Real Estate + Asset management : 23ITB138741K-JAJ

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is ☒ NOT, is ☐ a minority or female owned and controlled business enterprise. ☐ African American (AABE); ☐ Asian American (ABE); ☐ Hispanic American (HBE); ☐ Native American (NABE); ☐ White Female American (WFBE); ☐ Small Business (SBE); ☐ Service Disable Veteran (SDVBE) ☐ Disadvantage Business (DBE) \*\*If yes, Prime must submit a copy of recent certification.

☐ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ \_\_\_\_\_ Or 40 %

2. This information below must be completed and submitted with the bid/proposal if 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.

JV Partner(s) information: N/A

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

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

Total Dollar Value of Certified Subcontractors: (\$)

7130

Total Percentage of Certified Subcontractors: (%)

46.14

**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 Exhibit 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 will participate.

Signature:

Title:

Secretary

Business or Corporate Name:

Rubio and Son Interiors, Inc.

Address:

10 Frost Cove

Hosenton, GA 30548

Telephone: (678) 656-2309

Fax Number: ( )

Email Address:

contractrubio@bellsouth.net

#### UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.



EXHIBIT B2 FORM

SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

[illegible]

Rubio and Son Interiors, Inc.

10 Frost Cove

Hoschton, GA 30548

(678) 656-2309

EBO Plan:

23ITB138741K-JAJ Task Order Contract for Minor Construction for Department of Real Estate Asset Management

- Provide employees and other staff with appropriate resources and assistance to find M/FBE's including the County's M/FBE database and other available resources to identify qualified M/FBE's for participation. Providing this information to other contracting parties.
- Attend meetings and explain the importance and plan to intended attendees.
- Work with non-profit business support organizations to develop strategies designed to reduce the barriers for M/FBE's and create effective communication activities.
- Facilitate communication within the community and vendors regarding this plan and relate issues associated, included, by way of example, through use of presentations, seminars, newsletters, notices on website(s) and other formats.



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

[illegible]

**EXHIBIT J**

**RISK MANAGEMENT INSURANCE  
PROVISIONS FORMS AND CERTIFICATE**

## Task Order- Minor Construction Projects 06-25-19 JJ

**Insurance and Risk Management Provisions****Task Order Contracting for Minor Construction**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY  
(In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$1,000,000.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	-	\$1,000,000
	General Aggregate	-	\$2,000,000
Products/Completed Operations	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$100,000



Task Order- Minor Construction Projects 06-25-19 JJ

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Bodily Injury &amp; Property Damage</b>	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).			

**4. UMBRELLA LIABILITY**

(In excess of Auto GL and Employers Liability)	Each Occurrence	-	\$2,000,000
--	-----------------	---	-------------

**Certificates:**

Contractor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government  
Attn: Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

Effective 06-25-2019

Task Order- Minor Construction Projects 06-25-19 JJ


**PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: Rubio and Son Interiors Inc. SIGNATURE: 

NAME: Victoria Rubio TITLE: Secretary

DATE: 11/15/2023

RUBI&amp;SO-01

DVANN



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 72125 <b>Ash/Welborn Insurance</b> 103 Midway Drive, Suite A Cornelia, GA 30531	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (706) 510-0221		FAX (A/C, No): (706) 778-3322
	<b>E-MAIL ADDRESS:</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Home-Owners Insurance co</b>		<b>26638</b>
	<b>INSURER B : Owners Insurance Company</b>		<b>32700</b>
<b>INSURED</b>  <b>Rubio &amp; Son Interiors, Inc.</b> 10 Frost Cove Hoschton, GA 30548	<b>INSURER C : Auto-Owners</b>		<b>18988</b>
	<b>INSURER D : Amerisafe Companies</b>		<b>31895</b>
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <b>General Aggregate</b>	<b>X</b>	<b>X</b>	<b>80021110</b>	<b>5/22/2023</b>	<b>5/22/2024</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<b>X</b>	<b>X</b>	<b>4802111003</b>	<b>5/22/2023</b>	<b>5/22/2024</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	<b>X</b>	<b>X</b>	<b>4802111002</b>	<b>5/22/2023</b>	<b>5/22/2024</b>	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ \$ <b>3,000,000</b>
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y/N</b> <b>Y</b>	<b>N/A</b>	<b>AVWCGA3180112023</b>	<b>5/22/2023</b>	<b>5/22/2024</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Fulton County Government and its subsidiaries affiliated companies, directors, officers' employees and agents are named as additional insureds in regards to General Liability, Auto Liability and Excess/Umbrella Liability as required by written contract for both ongoing and completed operations. Coverage is primary and noncontributory. Umbrella follows form. A waiver of subrogation applies to these policies.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Fulton County</b> Department of Purchasing & Contract Compliance 130 Peachtree St. SW 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 
---	---

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
FULTON COUNTY GOVERNMENT	
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.



COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
FULTON COUNTY GOVERNMENT	
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL AUTO POLICY**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Each person or organization shown in the Schedule is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as

an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

**Name Of Person(s) or Organization(s):**

Fulton County Government  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303-3459

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



**FULTON  
COUNTY**

**CONTRACT**

**23ITB138741K-JAJ(A)**

**BRAD CONSTRUCTION  
COMPANY II, LLC**

**TASK ORDER CONTRACT FOR  
MINOR CONSTRUCTION**

**DEPARTMENT OF REAL ESTATE AND ASSET  
MANAGEMENT**

## OWNER - CONTRACTOR AGREEMENT

### 23ITB138741K-JAJ TASK ORDER CONTRACT FOR MINOR CONSTRUCTION

Contractor: Brad Construction Company II, LLC. Project No. 23ITB138741K-JAJ  
500 W. Lanier Ave.

Address: Fayetteville, GA, Georgia 30214 Telephone: 770-469-7271

Contact: Jameel Hanif Email: [jhanif@bradconstruction.com](mailto:jhanif@bradconstruction.com)

THIS AGREEMENT is effective as of the 1<sup>st</sup> day of January, 2024, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions
- Exhibit C: Addenda (Not Applicable)
- Exhibit D: Bid Form
- Exhibit E: Bond Affirmation Letter
- 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 One Million Two Hundred Thousand Dollars and No Cents, (**\$1,200,000.00**) 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: 23ITB138741K-JAJ

Task Order Contract for Minor Construction

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within **365** calendar days from the Notice to Proceed or the date work begins, whichever comes first. This project has three (3) one (1) year renewal options. 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.

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 Commissioner on Wednesday, January 10<sup>th</sup>, 2024; Item #24-0014(A)

[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**

DocuSigned by:

*Robert L. Pitts*

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Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

CONTRACTOR:

**BRAD CONSTRUCTION COMPANY II,  
LLC**

DocuSigned by:

*Jameel Hanif*

46919D1C6EFC42D...

Jameel Hanif  
Principal

ATTEST:

DocuSigned by:

*Tonya R. Grier*

EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

DocuSigned by:

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Dennal Stewart*

8B57A564AEE0466...

Office of the County Attorney

ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

DocuSigned by:

*Palonda Hanif*

C54C66C2375E453...

Notary Public

APPROVED AS TO CONTENT:

DocuSigned by:

*Joseph Davis*

B20354A88008422...

Joseph Davis, Director  
Real Estate and Asset Management

County: Fayette

Commission Expires: March 26, 2027

DocuSigned by:

(Affix Notary Seal)



ITEM#: _____ RCS: _____	ITEM#: 24-0014 RM: 1/10/2024
RECESS MEETING	REGULAR MEETING

END OF SECTION

# **EXHIBIT A**

## **GENERAL CONDITIONS**



## SECTION 8 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 Real Estate and Asset Management Department as the Construction Manager.

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

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

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

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

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

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

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

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

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

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

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

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

Project Manual - The Contract Documents.

Provide - shall mean to furnish and install.

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

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

#### **00700-4 CODES**

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

#### **00700-5 REVIEW OF CONTRACT DOCUMENTS**

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency

or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

#### **00700-6 STRICT COMPLIANCE**

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

#### **00700-7 APPLICABLE LAW**

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

#### **00700-8 PERMITS, LICENSES AND BONDS**

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

#### **00700-9 TAXES**

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time

bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

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

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

#### **00700-10 DELINQUENT CONTRACTORS**

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

#### **00700-11 LIEN WAIVERS**

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

#### **00700-12 MEASUREMENT**

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

#### **00700-13 ASSIGNMENT**

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

**00700-14 FOREIGN CONTRACTORS**

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

**00700-15 INDEMNIFICATION**

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

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

**00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS**

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

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

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

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

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

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

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

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

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

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

#### **00700-17 ADMINISTRATION OF CONTRACT**

The Construction Manager shall provide administration services as hereinafter described.

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

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

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

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

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

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

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

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Real Estate and Asset Management 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**

##### **A. 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

**B. 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.

**C. 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:

1. 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.
2. 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.

**D. PROTECTION OF THE WORK**

1. 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.
2. 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.

**E. 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.

**F. 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.

**G. 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.

H. **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:
  - a. 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
  - b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

**00700-45 RECORDS**

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and

any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

**00700-46 DEDUCTIONS**

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

**00700-47 REIMBURSEMENT OF THE COUNTY**

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

**00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES**

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

**00700-49 COMMENCEMENT AND DURATION OF WORK**

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

work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

**00700-50 TIME OF THE ESSENCE**

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

**00700-51 IMPACT DAMAGES**

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

**00700-52 DELAY**

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

**00700-53 INCLEMENT WEATHER**

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

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

**00700-54 DELAY - NOTICE AND CLAIM**

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

**00700-55 STATEMENT OF CLAIM - CONTENTS**

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

**00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR**

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

**00700-57 DILIGENCE**

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

**00700-58 SET-OFFS**

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

**00700-59 REMEDIES CUMULATIVE**

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

**00700-60 TITLE TO MATERIALS**

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

the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

**00700-61 INSPECTION OF MATERIALS**

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

**00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING**

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

**00700-63 MATERIALS INCORPORATED IN WORK**

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

**00700-64 STORAGE OF MATERIALS**

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

**00700-65 PAYROLL REPORTS**

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

**00700-66 CONTRACTORS' REPRESENTATIVE**

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor'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](mailto: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 (5) percent of the estimated value of the work performed. At the substantial completion of the work or as otherwise provided in the contract documents, if the County's authorized contract representative determines that the work is reasonably satisfactory, the County will pay the retainage to the contractor within thirty (30) days of being invoiced and after any other documentation required by the contract documents is provided. If there are any remaining incomplete items at that time, an amount equal to two hundred (200) percent of the value of each item shall be withheld until such items are completed. The retainage of each subcontractor may be released separately as the subcontractor completes his or her work, at the discretion of the owner and with the approval of the contractor.

**00700-75 PAYMENT OF SUBCONTRACTORS**

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

**00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS**

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

**00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK**

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

**00700-78 PAYMENTS IN TRUST**

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

**00700-79 JOINT PAYMENTS**

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

**00700-80 RIGHT TO WITHHOLD PAYMENT**

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

**00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION**

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

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

**00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION**

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



**00700-83 COMMENCEMENT OF WARRANTIES**

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

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

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

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

**00700-85 DOCUMENTATION OF COMPLETION OF WORK**

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

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;
- b. The surety's consent to final payment; and
- c. 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****A. CHANGE ORDERS**

1. 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.
2. 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.
3. 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:
  - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
  - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - d. By the method provided in Subparagraph A4 below.
4. 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.

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

- c. 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.
  6. 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:
    - a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
    - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
    - c. 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.
    - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
    - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
  7. 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.
  8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.
- B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS
  1. 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.

2. 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.
3. 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.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. 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".

**C. REQUESTS FOR ADDITIONAL COST**

1. 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.
2. 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.

**D. 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.

**E. BONDS**

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

**00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE**

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

**00700-89 NO WAIVER OF REMEDIES**

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

**00700-90 LAND AND RIGHTS-OF-WAY**

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

**00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION**

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

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

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

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

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**EXHIBIT A**  
**FINAL AFFIDAVIT**

TO FULTON COUNTY, GEORGIA

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

\_\_\_\_\_  
Signature\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Notary Public\_\_\_\_\_  
My Commission expires

END OF SECTION

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**SECTION 9****SPECIAL CONDITIONS****SECTION 01010 – SUMMARY OF WORK****1.01 Description**

- A. The work includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a General Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures, or other real property. All work shall be in conformance with the contract documents, drawings and Fulton County Standards and Specifications. Being this is a miscellaneous standby contract; the location of the work will be in various locations throughout Fulton County. Projects will be assigned by issuance of a Notice to Proceed (NTP) for that individual project.

**1.02 Project Location**

The projects will be located at various locations throughout Fulton County, GA.

**1.03 Quantities**

The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

**1.04 Partial Owner Occupancy**

The existing facilities to which these improvements are being made will continue operation during the period of construction.

**1.05 Coordination of Work**

- A. The Contractor shall coordinate the work with third parties (such as power, natural gas, or telephone companies) in areas where such parties may have rights to underground property or facilities.
- B. The Contractor shall request from involved third parties maps or other descriptive information as to the nature and location of such underground facilities or property. The Contractor shall make all necessary investigations to determine the existence and location of underground utilities.

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Task Order Contract for Minor Construction Projects

Special Conditions

Division 1 - General Requirements

- C. The Contractor will be held responsible for any damage to and for maintenance and protection of existing utilities and structures.
- D. The Contractor shall coordinate the work with owners of private and public property where access is required for the performance of the work. Legal access will be acquired and provided by the Owner.

***END OF SECTION***

## **SECTION 01016**

### **OCCUPANCY**

#### **Part 1 General Requirements**

##### **1.01 Partial Occupancy By Owner**

Whenever, in the opinion of the Engineer, any section or portion of the Work or any structure is in suitable condition, it may be put into use upon the written order of the Engineer and such usage will not be held in any way as an acceptance of said Work or structure, or any part thereof, or as a waiver of any of the provisions of these Specifications and the Contract. Pending final completion and acceptance of the Work, all necessary repairs and replacements, due to defective materials or workmanship or operations of the Contractor, for any section of the Work so put into use shall be performed by the Contractor at Contractor's own expense.

***END OF SECTION***

## **SECTION 01060**

### **REGULATORY REQUIREMENTS**

#### **Part 1 General**

##### **1.01 Scope**

- A. Permits and Responsibilities: The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, including building permits, and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the Work.
  - 1. In addition, City Work Permits, Right of Way Encroachment permits, plumbing permits and similar type permits, and all appropriate licenses are the responsibility of the Contractor.
  - 2. If land disturbance permits, DOT permits, or easements are required, they will be obtained by the County as part of the design process.
- B. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.
- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the Work, except for any completed unit of construction thereof which may heretofore have been accepted.

***END OF SECTION***

**SECTION 01091****CODES AND STANDARDS****Part 1 General****1.01 Description**

A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for Bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.

B. The inclusion of an organization under one (1) category does not preclude that organization's standards from applying to another category.

C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.

D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.

E. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 1.02.

**1.02 Standard Organizations****A. Piping and Valves**

ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
DIPRA	Ductile Iron Pipe Research Association
FCI	Fluid Controls Institute
MSS	Manufacturers Standardization Society
NCPI	National Clay Pipe Institute
NSF	National Sanitation Foundation
PPI	Plastic Pipe Institute
Uni-BellPVC	Pipe Association



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Task Order Contract for Minor Construction Projects

Special Conditions

Division 1 - General Requirements

## B. Materials

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials

## C. Painting and Surface Preparation

NACE	National Association of Corrosion Engineers
SSPC	Steel Structures Painting Council

## D. Electrical and Instrumentation

AEIC	Association of Edison Illuminating Companies
AIEE	American Institute of Electrical Engineers
EIA	Electronic Industries Association
ICEA	Insulated Cable Engineers Association
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	ISA – The Instrumentation, Systems, and Automation Society
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
REA	Rural Electrification Administration
TIA	Telecommunications Industries Association
UL	Underwriter's Laboratories
VRCI	Variable Resistive Components Institute

## E. Aluminum

AA	Aluminum Association
AAMA	American Architectural Manufacturers Association

## F. Steel and Concrete

ACI	American Concrete Institute
AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
CRSI	Concrete Reinforcing Steel Institute
NRMA	National Ready Mix Association
PCA	Portland Cement Association
PCI	Pre-Stressed Concrete Institute

## G. Welding

ASME	American Society of Mechanical Engineers
AWS	American Welding Society

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Special Conditions

Division 1 - General Requirements

## H. Government and Technical Organizations

AIA	American Institute of Architects
APHA	American Public Health Association
APWA	American Public Works Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineers
CFR	Code of Federal Regulations
CSI	Construction Specifications Institute
EDA	Economic Development Administration
EPA	Environmental Protection Agency
FCC	Federal Communications Commission
FmHA	Farmers Home Administration
FS	Federal Specifications
IAI	International Association of Identification
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
NBFU	National Board of Fire Underwriters
(NFPA)	National Fluid Power Association
NBS	National Bureau of Standards
NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
USDC	United States Department of Commerce
WEF	Water Environment Federation

## I. General Building Construction

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association
DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association

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Special Conditions

Division 1 - General Requirements

NAAMM	National Association of Architectural Metal Manufacturers
NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association
NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
RMA	Rubber Manufacturers Association
SBC	SBCC Standard Building Code
SDI	Steel Door Institute
SIA	Scaffold Industry Association
SMA	Screen Manufacturers Association
SPRI	Single Ply Roofing Institute
TCA	Tile Council of America
UBC	Uniform Building Code

## J. Roadways

AREA	American Railway Engineering Association
DOT	Department of Transportation
SSRBC	Standard Specifications for Construction of Transportation Systems, Georgia Department of Transportation

## K. Plumbing

AGA American Gas Association  
 NSF National Sanitation Foundation  
 PDI Plumbing Drainage Institute  
 SPC SBCC Standard Plumbing Code

## L. Refrigeration, Heating, and Air Conditioning

AMCA	Air Movement and Control Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CGA	Compressed Gas Association
CTI	Cooling Tower Institute
HEI	Heat Exchange Institute
IIAR	International Institute of Ammonia Refrigeration
NB	National Board of Boilers and Pressure Vessel Inspectors
PFMA	Power Fan Manufacturers Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SMC	SBCC Standard Mechanical Code
TEMA	Tubular Exchangers Manufacturers Association

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Special Conditions

Division 1 - General Requirements

M. Equipment

AFBMA Anti Friction Bearing Manufacturers Association, Inc.  
AGMA American Gear Manufacturers Association  
ALI Automotive Lift Institute  
CEMA Conveyor Equipment Manufacturers Association  
CMAA Crane Manufacturers Association of America  
DEMA Diesel Engine Manufacturers Association  
MMA Monorail Manufacturers Association  
OPEI Outdoor Power Equipment Institute, Inc.  
PTI Power Tool Institute, Inc.  
RIA Robotic Industries Association  
SAMA Scientific Apparatus Makers Association

**1.03 Symbols**

Symbols and material legends shall be as scheduled on the Drawings.

***END OF SECTION***

## **SECTION 01200**

### **PROJECT MEETINGS**

#### **Part 1 General**

##### **1.01 Scope**

- A. Work under this Section includes all scheduling and administering of pre-construction and progress meetings as herein specified and necessary for the proper and complete performance of this Work.
- B. Scheduling and Administration by Engineer:
  - 1. Prepare agenda.
  - 2. Make physical arrangements for the meetings.
  - 3. Preside at meetings.
  - 4. Record minutes and include significant proceedings and decisions.
  - 5. Distribute copies of the minutes to participants.

##### **1.02 Preconstruction Conference**

- A. The Engineer shall schedule the preconstruction conference prior to the issuance of the Notice to Proceed.
- B. Representatives of the following parties are to be in attendance at the meeting:
  - 1. Owner.
  - 2. Engineer.
  - 3. Contractor and superintendent.
  - 4. Major subcontractors.
  - 5. Representatives of governmental or regulatory agencies when appropriate.
- C. The agenda for the preconstruction conference shall consist of the following as a minimum:
  - 1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.
  - 2. Critical work sequencing.
  - 3. Designation of responsible personnel and emergency telephone numbers.
  - 4. Processing of field decisions and change orders.
  - 5. Adequacy of distribution of Contract Documents.

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Special Conditions

Division 1 - General Requirements

6. Schedule and submittal of shop drawings, product data and samples.
7. Pay request format, submittal cutoff date, pay date and retain age.
8. Procedures for maintaining record documents.
9. Use of premises, including office and storage areas and Owner's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Work hours.

### **1.03 Project Coordination Meetings**

Project Coordination Meetings may be requested at any time at the discretion of the Owner, Engineer or Contractor. The party requesting a meeting shall provide the other two (2) parties with as much notice as possible, as well as a written agenda for such meeting.

***END OF SECTION***

**SECTION 01210****INSPECTION OF WORK****Part 1 General****1.01 Scope**

- A. The work covered by this Section includes the Engineer's and Contractor's responsibilities and obligations regarding inspection of the work performed.

**1.02 Engineer's Inspection**

- A. The Engineer shall have the right of access to and inspection of the work at all times. Materials, equipment and products shall be subject to the Engineer's review as specified herein.
- B. The Engineer is responsible for general surveillance of the work on behalf of the Owner. The Engineer is not responsible for construction means, methods, sequences, or procedures or for safety precautions and programs in connection with the work. The Engineer is not responsible for supervision of the work and shall not give instruction to the Contractor's personnel as to methods of execution of the work. The Engineer is not responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

**1.03 Contractor's Duties**

- A. The Contractor is responsible for all materials, equipment, methods, and procedures in execution of the work.
- B. The Contractor shall correct to the satisfaction of the Engineer any work or material found to be defective or of deficient quality. Such corrections shall be made by the Contractor at no additional expense to the Owner.

**1.04 Right of Entry**

- A. Representatives of Fulton County, the Environmental Protection Division of the Georgia Department of Natural Resources, and the U.S. Department of Agriculture, Soil Conservation Services and others as may be identified by the Owner shall have access to the work wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

**Part 2 Products (Not Used)****Part 3 Execution (Not Used)****END OF SECTION**

## **SECTION 01710**

### **SERVICES CLEANING**

#### **Part 1 General**

##### **1.01 Scope**

This Section covers the general cleaning which the Contractor shall be required to perform both during construction and before final acceptance of the Project unless otherwise shown on the Drawings or specified elsewhere in these Specifications.

##### **1.02 Quality Assurance**

- A. Daily, and more often if necessary, conduct inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

##### **1.03 Hazardous Material and Waste**

- A. Contractor shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall also be disposed of in approved landfills as applicable.
- B. Contractor shall prevent accumulation of wastes which create hazardous conditions.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed.
- D. Disposal of hazardous wastes or materials into sanitary or storm sewers shall not be allowed.

##### **1.04 Disposal of Surplus Materials**

Unless otherwise shown on the Drawings, specified or directed, the Contractor shall legally dispose offsite all surplus materials and equipment from demolition and shall provide suitable offsite disposal site, or utilize a site designated by the Owner.

#### **Part 2 Products**

##### **2.01 Cleaning Materials and Equipment**

Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.



### 1.01 Compatibility

Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Engineer.

## Part 3 Execution

### 3.01 Progress Cleaning

#### A. General

1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work.
2. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

#### B. Site

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. Restack materials stored on site weekly.
3. At all times maintain the site in a neat and orderly condition which meets the approval of the Engineer.

### 3.02 Final Cleaning

- A. Definitions: Unless otherwise specifically specified, "clean" for the purpose of this Article shall be interpreted as the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.
- B. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in 3.01 above.
- C. Site: Unless otherwise specifically directed by the Engineer, hose down all paved areas on the site and all public sidewalks directly adjacent to the site; rake clean other surfaces of the grounds. Completely remove all resultant debris.
- D. Post Construction Cleanup: All evidence of temporary construction facilities, haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, as directed by the Engineer.

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Special Conditions

Division 1 - General Requirements

- E. Restoration of Landscape Damage: Any landscape feature damaged by the Contractor shall be restored as nearly as possible to its original condition at the Contractor's expense. The Engineer will decide what method of restoration shall be used.
- F. Timing: Schedule final cleaning as approved by the Engineer to enable the Owner to accept the Project.

### **3.03 Cleaning During Owner's Occupancy**

Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Engineer in accordance with the Supplementary Conditions of the Contract Documents.

***END OF SECTION***

**SECTION 01740****WARRANTIES AND BONDS****Part 1 General****1.01 Project Maintenance and Warranty**

- A. Maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by the Owner.
- B. Contractor shall warrant for a period of one (1) year from the date of Owner's written acceptance of certain segments of the Work and/or Owner's written final acceptance of the Project, as defined in the Contract Documents, that the completed Work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one (1) year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new twelve (12) month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two (2) or more successive failures of the same kind in the same item or failures of the same kind in two (2) or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over or under lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted

from the scope of the one (1) year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and re-warranted for one (1) year.

- E. Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the Owner.
- G. Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one (1) year from the date of final acceptance. In the event the repairs and maintenance are not made immediately and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.
- H. In the event the Contractor fails to proceed to remedy the defects upon notification within fifteen (15) days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- I. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

***END OF SECTION***

# **EXHIBIT C**

# **ADDENDA**



**Date: November 10, 2023**

**Project Number: 22ITB1366384K-JAJ**

**Project Title: Task Order Contract for Minor Construction**

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

**ADDENDUM NO. 1**

1. Questions and Answers.
2. Table below answers Q2.

VENDORS	2021	2022	2023
A	\$929,242.00	\$127,406.51	Did not renew
B	\$249,185.00	\$947,913.01	\$666,867.01
C	\$996,483.86	\$1,085,925.48	\$987,715.32
D	\$1,132,366.86	\$1,326,339.82	\$736,527.12
E	\$888,794.11	\$780,489.91	\$867,912.73
F	\$366,539.07	\$616,408.01	\$429,935.30

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 1, # 3 of the Instructions to Bidders of the ITB.

This is to acknowledge receipt of Addendum No.1, 10th day of November, 2023.

Brad Construction Co II, LLC

Legal Name of Bidder/Proposer

Signature of Authorized Representative

Principal

Title

## Questions & Answers - 1

**Project** 23RFP139070K-JAJ - Progressive Design/Build Campbellton Pump Station  
**Buying Organization** Fulton County Government

No	Question/Answer	Question Date
Q1	<p><b>Question: Location of Forms</b></p> <p>What section do you want the forms to go in? Can we make a separate Appendix for the forms?</p> <p><b>Answer:</b> Adhere to the bid list as indicated in Bid Net. The acknowledgement of addenda may be labeled as an appendix in your submittal.</p>	01/12/2024
Q2	<p><b>Question: Bidder Qualification Statement</b></p> <p>Section 4 – Past Performance / Relevant Project Experience. The last line asks to “Complete the Statement of Bidder’s Qualifications in Section 7. Section 7 (on page 75) is titled “Statement of Bidder’s Qualifications and Safety Record Form”, however the page is blank and doesn’t have any forms. Were they left out?</p> <p><b>Answer:</b> See attachment to Addendum 1.</p>	01/12/2024
Q3	<p><b>Question: Technical Approach</b></p> <p>1. Please consider extending the Technical Approach to more than 3 pages? It’s difficult to answer the required info as well as discuss technical aspects within three pages. (Note resumes are allowed 3 pages per person, but they could be limited to 2 per person max to limit overall pages.</p> <p><b>Answer:</b> The Technical Approach is extended to five pages.</p>	01/16/2024
Q4	<p><b>Question: Page Size Consideration</b></p> <p>2. Can we use 11x17 pages for graphic purposes?</p> <p><b>Answer:</b> No. 11x17 pages may not be used.</p>	01/16/2024
Q5	<p><b>Question: Pump Station Site Location</b></p> <p>3. Please confirm preferred site of pump station.</p> <p><b>Answer:</b> See Addendum 1.</p>	01/16/2024
Q6	<p><b>Question: Site Visit Contact</b></p> <p>4. Who is our contact for a site visit to the proposed pump station site?</p> <p><b>Answer:</b> See Addendum 1.</p>	01/16/2024

# **EXHIBIT D**

## **BID FORMS**



**BID FORM**

Submitted To: Fulton County Government

Submitted By: Brad Construction Co II, LLC**For: # 23ITB138741K-JAJ TASK ORDER CONTRACT FOR MINOR CONSTRUCTION PROJECTS**Submitted on September 15, 2023.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid 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 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 COST MULTIPLIER IS ONE OF THE FACTOR UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED ALONG WITH THE BIDDER'S ABILITY TO MEET BONDING CAPACITY REQUIREMENTS AND/OR VARIFIABLE OPEN LINES OF CREDIT FROM SUPPLIERS. ALL OF THESE FACTORS WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**OVERALL ADJUSTMENT FACTOR TO BE APPLIED AGAINST THE R.S. MEANS BUILDING CONSTRUCTION COST DATA UNIT PRICING. THIS FACTOR IS APPLIED AGAINST THE TOTAL COST, WHICH INCLUDES OVERHEAD AND PROFIT.**

.89 Adjustment Factor

---

**(R.S. MEANS)**

Point eight nine cost adjustment factor to be applied

---

**(R.S. MEANS in Words)**

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

**BASE BID AMOUNT**

The above Bidder is:

- ☐ An Individual  
☒ A Company  
☐ A Corporation  
☐ A Partnership  
☐ A Joint Venture consisting of

For the performance of the work as stated in this Invitation to Bid, we bid the following adjustment factor. (Utilize four decimal places; example: 0.000).

**Overall Adjustment Factor to be applied against the R S Means Building****Construction Cost Data unit pricing:** .89Company: Brad Construction Co II, LLCSignature: Name: Jameel HanifTitle: PrincipalDate: November 14, 2023

**23ITB138741K-JAJ**  
**Task Order Contract for Minor Construction Projects****Section 2**  
**Bid Form**

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

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

Signed by: \_\_\_\_\_

**[Type or Print Name]**

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

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

\_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Note: If the Bidder is a corporation, the Bid 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 Bid, as principals, are as follows:

Name	Address
Jameel Hanif	500 W. Lanier Ave. Suite 801, Fayetteville, GA

END OF SECTION

## **COMPENSATION**

---

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$1,200,000.00.

**EXHIBIT E**

**BOND AFFIRMATION LETTER**



# FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200  
Maitland, FL 32751  
407-786-7770  
Fax 407-786-7766

888-786-BOND (2663)  
Fax 888-718-BOND (2663)

[www.FloridaSuretyBonds.com](http://www.FloridaSuretyBonds.com)

November 7, 2023

Fulton County Government  
Dept of Purchasing & Contract Compliance  
130 Peachtree Street SW Suite 1168  
Atlanta, GA 30303

Re: Letter of bonding ability – Brad Construction II, LLC  
Task Order Contract for Minor Construction  
ITB 23ITB138741K-JAJ

To Whom It May Concern,

I have had the pleasure of providing surety bond support to Brad Construction II, LLC since 2023. In that time, Brad Construction II, LLC has demonstrated they are professionals in their field and have a history of successfully completing projects from both a performance and payment perspective.

Brad Construction II, LLC is currently bonded with FCCI Insurance Company, a Florida domiciled surety. FCCI Insurance Company is A.M. Best Rated A (Excellent) Financial class size of XI (\$750 Million to \$1 Billion) and is listed in the Department of Treasury's list of approved sureties (Department Circular 570)

Brad Construction II, LLC has bond limits of \$10 million single/ \$20 million aggregate however these are merely guidelines and can be adjusted accordingly at the time of request. Each request is subject to underwriting and review of the contract, bond forms as well as any pertinent information that may be material to said request.

Should the proposal of Brad Construction II, LLC on the above referenced project be accepted and the contracts therefore awarded to Brad Construction II, LLC, FCCI Insurance Company, as surety, intends to execute the contract bonds required by the terms of the contracts or specifications when application for such bonds is received from Brad Construction II, LLC and the usual contract review and other acceptable underwriting factors are furnished to us. We do not anticipate any problems in providing performance and payment bonds in the amount of above referenced limits.

This letter will expire within 90 days of the date shown above.

If you have any questions, please feel free to contact me at any time.

Kindest regards,

Emily J. Golecki  
Attorney-in-Fact, FCCI Insurance Company  
(407) 478-6842



**EXHIBIT F**

**SCOPE OF WORK & TECHNICAL  
SPECIFICATIONS**

**SECTION 4****SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

The Department of Real Estate and Asset Management's (DREAM) Task Order Contract for Minor Construction Projects, formerly referred to as "Fast Track" (hereinafter called TOC), is a firm-fixed-price indefinite-quantity contract. The work includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a General Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Work Order against the contract.

The successful Bidder shall:

- A. Provide all management, design, labor, materials, equipment, and architectural and engineering support needed to perform the work authorized by work orders issued.
- B. Subscribe to and utilize the latest electronic edition of the R. S. Means Building Construction Cost Data (Standard Edition, hereinafter referred to as "Means Software") for all job assignments. (Note this version uses union wage rates but does include the location factor and quarterly updates.) The software is available via online subscription or CD. The cost of the subscription, or CD, for one (1) seat shall be reimbursed by Fulton County for each year of the term of the contract. Fees for additional users will not be reimbursed by the County.
- C. Submit a cost adjustment factor to be universally applied to the costs included in the Means Software as their Base Bid amount. The awarded Contractor(s) shall base all pricing on work being performed during normal business hours.
- D. For each job assignment, be allowed Special Conditions that are unique to the job conditions that shall not subject to the adjustment factor. Examples of Special Conditions include, but are not limited to:
  - 1. Overtime,
  - 2. Additional security,
  - 3. Specialized equipment to be purchased, or rented, that is necessary for the work, and
  - 4. Coordination with outside contracts or owner provided work.
- E. Upon receiving a job assignment, prepare a cost sheet utilizing the Means Software. The total of the line-item costs shall be multiplied by Bidder's cost adjustment factor. The costs for any Special Conditions and Non-Pre-Priced (NPP) items are itemized and then added to the adjusted cost to generate the total cost for the job assignment.
- F. Deliver the Cost Sheet in the original electronic format to the Fulton County Project Manager for verification of costs.

- G. As TOC requirements are identified, Contractor shall jointly develop a Scope of Work with the County's staff. The General Contractor shall be issued a Request for Proposal Work Order, and based upon the Scope of Work, shall be required to develop a proposal for the work utilizing the Means Software detailed above. The General Contractor shall submit their proposal to the County for review and approval. If the Contractor's proposed units are found reasonable, a work order may be issued at the agreed upon units, which when multiplied by the unit price and contract adjustment factor shall establish the firm fixed price for the work order.
- H. Submit a Safety Plan with response to this Bid that shall be followed to ensure site safety on all jobs. Safety Plan shall reference OSHA requirements.
- I. The procedures for ordering work are covered in the General Conditions.
- The TOC may include what is known as "Non-Pre-Priced items". Non-Pre-Priced (NPP) items may require the establishment of specifications and drawings. Non-Pre-Priced items are bid as cost (lowest of three (3) submitted vendors who have agreed to Special Conditions) plus five percent (5%) overhead and five percent (5%) profit). The procedures for ordering work are covered in the General Conditions.

The Scope of Work and Technical Specifications includes Section 9, Special Conditions Division 1 – General Requirements; 01010 through 01740.

# **EXHIBIT G**

## **EXHIBITS**

**EXHIBIT 1**

**STATEMENT OF QUALIFICATIONS  
TECHNICAL COMPETENCE, EXPERIENCE,  
& BUSINESS OPERATIONS**

**(To be submitted with Bid. Additional sheets may be attached)**

1. Number of years of continuous business operation performing construction service?  
20 years
  - a. Is your company a:
   
☒ CORPORATION      ( ) PARTNERSHIP      ( ) SOLE PROPRIETOR
2. Has Bidder ever participated in a Job Order Contract (JOC) procurement program?  
 (circle response)  
☒ **NO** (Proceed to question 3)  
**YES.** Provide the following:
  - a. Name of program \_\_\_\_\_
  - b. Dates of participation \_\_\_\_\_
  - c. Program managed by \_\_\_\_\_
3. Within the last 3 years, has Bidder executed 2 or more Work Orders or Contracts within values as follows: (Please state average contract value for "YES" responses)
 

A. Up to \$50,000.00	NO	<input checked="" type="radio"/> YES	\$ <u>35,000.00</u>
B. \$50,001.00 to \$100,000.00	NO	<input checked="" type="radio"/> YES	\$ <u>86,000.00</u>
C. \$100,001.00 to \$200,000.00	NO	<input checked="" type="radio"/> YES	\$ <u>175,500.00</u>
D. Over \$200,000.00	NO	<input checked="" type="radio"/> YES	\$ <u>3,500,000.00</u>
4. How many full-time employees do you currently have? 8
5. How many Supervisors/Project Managers? 4
  - a. How many supervisors have had:
 

Less than 3 years supervisory experience	<u>0</u>
3-5 years supervisory experience	<u>0</u>
More than 5 years supervisory experience	<u>4</u>

23ITB138741K-JAJ

Section10

**Task Order Contract for Minor Construction Projects****Exhibits**

6. Provide three (3) construction projects references. Identify any project that is a JOC procurement and provide the POC information below.

Project Name: DB Nassau Project

Contact Name and Title: Todd Smiley, Project Manager

Company Name: Clayton County Parks and Rec

Address: 2300 Walt Stephens Rd, Jonesboro, Ga 30236

Phone Number: 404-450-8946 Fax Number: \_\_\_\_\_

E-mail Address: todd.smiley@claytoncountyga.gov

Project Name: Fulton Co. VMP project

Contact Name and Title: Khandi Flowers

Company Name: Fulton County

Address: 141 Pryor St., Atlanta, GA

Phone Number: 470-457-0778 Fax Number: \_\_\_\_\_

E-mail Address: khandi.flowers@fultoncountyga.gov

Project Name: CAU Design Build Guard House

Contact Name and Title: Kevin Payne, PM

Company Name: Clark Atlanta University

Address: 223 James P Brawley Dr SW, Atlanta, GA 30314

Phone Number: (470)936-1500 Fax Number: \_\_\_\_\_

E-mail Address: kpayne@cau.edu

7. Provide OSHA EMR rating : 1.0

**OPERATION PLAN**

Ⓜ Does your company have a documentable Quality Control, Assurance and Improvement Program? If so, please describe. Yes are QC Plan is attached to this proposal \_\_\_\_\_!

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Ⓜ Describe your implementation/start-up plan(s) for this ITB.

1) Meet on site with the Fulton County Point of Contact to review project and review scope and identify any potential issues and assess cost and schedule.

2) Identify all relevant stakeholders including Fulton County user groups  
Fulton county constituents that might be effected by the project.

3) Assess safety risks and concerns and work to submit safety plan acceptable to Fulton County Risk Management.

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3. Describe how your company provides relief personnel for employees who do not show up for work.

Our staff is made up of accountable professionals. We don't have "no shows".

To the extent that one of our professionals is unavailable we have the capability to cover the duties of someone on our team in their absence.

From a subcontractor standpoint, we require the same accountability from our subcontractors. Our subcontractors know that their scope of work can be supplemented if they are not performing adequately and timely.

**Insert Bid #**  
**Task Order Contract for Minor Construction Projects**

**Section 10**  
**Exhibits**

4. Describe how you would handle the Contract Management process.

Contract Management is a critical part of what we do.

After agreeing to terms on a contract between Fulton County and ourselves

we immediately let all subcontracts for the stated project.

In addition, we conduct preconstruction meetings and regular Progress meetings

to make sure all of our partners are meeting client expectations.

We are accustomed to managing our projects using Procore which allows Owners,

Architects and Subcontractors to interact in one project/contract management platform seamlessly.

5. Describe your commitment to maintaining County facilities per the specifications and following the instructions provided.

We are committed to exceeding Fulton County's expectations for quality and cleanliness. We know that many buildings within Fulton County can not just be taken off line

completely and therefore it is critical to leave spaces accessible, safe and clean for

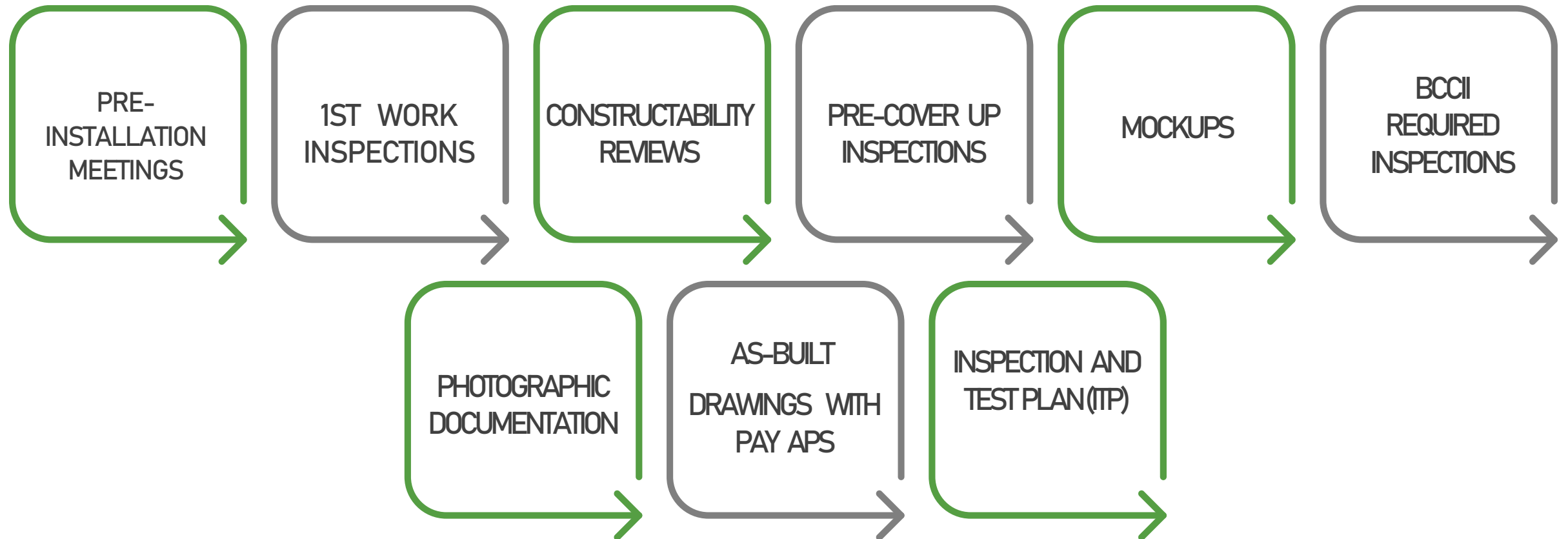
the employees and constituents of Fulton County to give and receive services.



# QUALITY CONTROL / QUALITY ASSURANCE



Brad Construction Company II  
RENOVATE • BUILD • DESIGN





# QA/QC STEP BY STEP PLAN

## **STEP 1**

**PRE-INSTALLATION MEETINGS** - WE INITIATE A PRE-INSTALLATION MEETING WITH ALL STAKEHOLDERS PRIOR TO MOBILIZATION OF TRADES AND WORK TO UNDERSTAND THE SPECIFIC NEEDS OF THE PROJECT AND THE CLIENT.

## **STEP 2**

**1ST WORK INSPECTIONS** - IT IS CRITICAL THAT EACH PROJECT GET OFF TO THE CORRECT START. AS SUCH WE PRIORITIZE THE INITIAL INSPECTIONS OF WORK TO MAKE SURE ALL TRADES AND STAFF ARE MEETING CLIENT EXPECTATIONS.

## **STEP 3**

**CONSTRUCTABILITY REVIEWS** - WE COLLABORATE WITH OUR TRADES PRIOR TO CONSTRUCTION TO ENSURE THAT ALL OF THE DETAILS AND EXISTING CONDITIONS ALLOW FOR PROPER INSTALLATION OF THE PROJECT.

## **STEP 4**

**PRE-COVER UP INSPECTIONS** - PRIOR TO ANY COMPLETED WORK BEING FINALIZED AND WALLS OR SURFACES COVERED WE WILL INITIATE A PRE-COVER UP INSPECTION WITH ALL AUTHORITIES AND STAKE HOLDERS.

## **STEP 5**

**MOCKUPS** - WHERE FINISH WORK IS REQUIRED TO BE INSTALLED A MOCKUP IS COMPLETED FOR CLIENT REVIEW. MANY TIMES THIS IS FACILITATED WITH AN IN-PLACE MOCKUP.

## **STEP 6**

**BCCII REQUIRED INSPECTIONS** - WE OBTAIN ALL REQUIRED INSPECTIONS REQUIRED BY PERMIT.

## **STEP 7**

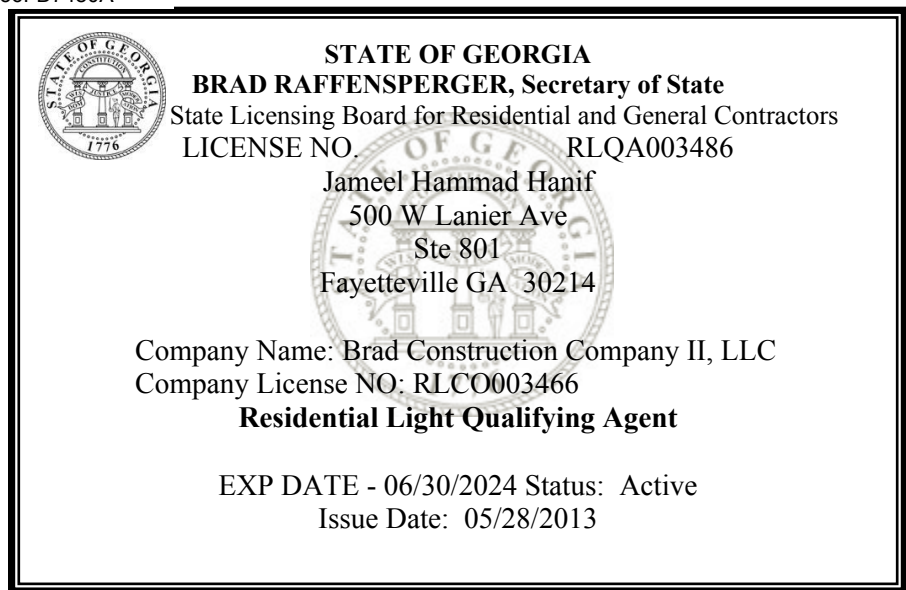
**PHOTOGRAPHIC DOCUMENTATION** - THROUGHOUT THE COURSE OF THE PROJECT PHOTOGRAPHIC DOCUMENTATION IS MAINTAINED ON A DAILY BASIS TO CREATE A RECORD OF PROJECT PROGRESS.

## **STEP 8**

**AS-BUILT DRAWINGS** - AS REQUIRED FOR MAJOR REPAIRS AND NEW CONSTRUCTION AS-BUILT DOCUMENTS ARE CREATED SO THAT THE CLIENT HAS AN ACCURATE RECORD FOR REFERENCE PURPOSES IN THE FUTURE.

## **STEP 9**

**INSPECTION AND TEST PLAN (ITP)** - ALL START UP AND TESTING ARE SCHEDULED PRIOR TO CONSIDERING PROJECTS SUBSTANTIALLY COMPLETE.



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](http://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](http://www.sos.ga.gov/plb)

Jameel Hammad Hanif  
500 W. Lanier Ave.  
Ste 801  
FAYETTEVILLE GA 30214



# **EXHIBIT H**

## **PURCHASING FORMS**

## PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form B: Georgia Security and Immigration Subcontractor Affidavit
- Form C: Professional License Certifications **(not applicable)**
  - Form C1 – Georgia Utility Contractor License **(NA)**
  - Form C2 – Georgia General Contractors License
  - Form C3 – Georgia Professional License
- Form D: Disclosure Form and Questionnaire

Point eight nine cost adjustment factor to be applied

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**(R.S. MEANS in Words)**

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

**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 services<sup>1</sup> under a contract with **[insert name of prime contractor]** Brad Construction Co II, LLC on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

1089850

EEV/Basic Pilot Program\* User Identification Number

Brad Construction Co II, LLCBY: Authorized Officer of Agent  
(Insert Contractor Name)Principal

Title of Authorized Officer or Agent of Contractor

Jameel Hanif

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 14th day of November, 2023.Notary Public: Falonda HanifCounty: FayetteCommission Expires: March 26, 2027

<sup>1</sup>O.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.

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

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT****Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.



**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 services<sup>3</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

<sup>3</sup>O.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.

<sup>4</sup>\*[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].

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Task Order Contract for Minor Construction Projects

Section 6

Purchasing Forms & Instructions

## FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: \_\_\_\_\_

Utility Contractor's Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed:

\_\_\_\_\_

Date:

\_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

23ITB138741

Task Order Contract for Minor Construction Projects

Section 6

Purchasing Forms & Instructions

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

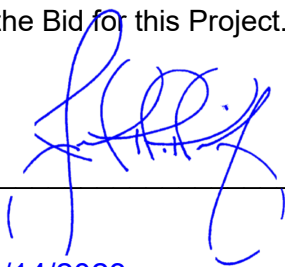
Contractor's Name: Brad Construction Co II, LLC

General Contractor's License Number: RLQA003486

Expiration Date of License: 6/30/2024

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

Signed:



Date: 11/14/2023

**(ATTACH COPY OF LICENSE)**

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Contractor \_\_\_\_\_ Sub-Contractor \_\_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed:

\_\_\_\_\_

Date:

\_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

**FORM D: 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.

Jameel Hanif  
500 W. Lanier Ave.  
Suite 801  
Fayetteville, GA 30214

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.

Construction Management and General Contractor

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 has ever: (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.

N/A

**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

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

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

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

[SIGNATURES ON NEXT PAGE]

23ITB138741

Task Order Contract for Minor Construction Projects

Section 6

Purchasing Forms &amp; Instructions

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 14th day of November, 2023

Brad Construction Co II, LLC 11/14/23  
(Legal Name of Proponent) (Date)

[Signature] 11/14/23  
(Signature of Authorized Representative) (Date)

Principal  
(Title)

Sworn to and subscribed before me,

This 14th day of November, 2023

[Signature]  
(Notary Public) (Seal)

Commission Expires March 26, 2027  
(Date)





**EXHIBIT I**

**OFFICE OF CONTRACT COMPLIANCE**

**FORMS**

## SECTION 7

### SECTION 7 - CONTRACT COMPLIANCE REQUIREMENTS

#### NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender, or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

#### Title VI Non-Discrimination Policy

The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency at no additional cost.

#### UTILIZATION Plan

A Utilization Plan must be submitted if your firm fails to meet the work category availability listed for this project category.

The Utilization Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor. The bidder/proposer **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

#### Determination of GOOD FAITH/UTILIZATION Efforts

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** demonstrate that they have made all efforts reasonably possible to ensure that certified firms

have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a “Good Faith Effort” in the solicitation of sub-consultants/subcontractors.

Documentation of efforts made by the Prime Contractor with regard to this the project should be documented using Exhibit C, Subcontractor Contact Form.

Prime contractors must provide documentation of efforts to include, but not limited to:

1. A list of firms contacted during the solicitation phase but are not included as a subcontractor or supplier participant.
2. Written documentation demonstrating the Prime Contractor’s outreach efforts to identify, contact, contract with or utilize certified firms shall include:
  - Pre-bid/proposal conferences, Meet and Greet the Prime, Pre-qualification meetings
  - Other efforts to solicit participation.
3. A list of publications where the advertisement was placed as well as a copy of the advertisement that must include at a minimum:
  - Project scope of work,
  - Project location
  - Location(s) of where plans and specifications may be viewed or obtained and
  - Subcontracting/trade opportunities

## **PROMPT PAYMENT**

The prime contractor must certify in writing and must document that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state regulation.

## **REQUIRED FORMS**

In order to be compliant with the intent and provisions of the County’s Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** complete and upload Exhibits A through C and the Utilization Plan, if applicable, as described in Section 3.2, Format & Proposal Submission Instructions.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B1 – Schedule of Intended Subcontractor Utilization
- Exhibit B2 – Subcontractors & Suppliers Form
- Exhibit C – Subcontractor Contact Form Utilization Plan (If applicable)

## **UTILIZATION REPORTING (Post Award)**

The awardee(s) will be required to report all payments from the County to the prime contractor, and prime contractor payments to subcontractors, sub-consultants and suppliers (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

**NON-DISCRIMINATION IN PURCHASING & CONTRACTING  
PROJECT REQUIREMENTS**

**PROJECT NO: 23ITB138741K-JAJ**

**Task Order Contracts for Minor Construction**

**WORK CATEGORY: Construction**

Based on the above-referenced work category, the availability of MBE and FBE firms available for subcontracting participation/opportunities is:

**WORK CATEGORY AVAILABILITY:**

**34.71% MBE and 11.45% FBE**

Any firm designated as certified by the County and is engaged by the successful Prime Contractor who performs a commercially useful function in the execution of the project will be eligible for participation credit using the following certified designations:

MBE –Minority Business Enterprise

FBE - Female Business Enterprise

SBE – Small Business Enterprise

DBE – Disadvantage Business Enterprise

SDVBE – Veteran Owned Business Enterprise

## **NON-DISCRIMINATION IN PURCHASING & CONTRACTING PROGRAM** **REMINDERS**

1. Certification: It is the Prime Contractor's responsibility to verify that subcontractor/sub-consultants included in their bid/proposal are certified. The County accepts certifications from the Georgia Minority Supplier Development Council (GMSDC); Women Business Enterprise National Council (WBENC), Small Business Administration (SBA); VETBIZ; Department of Transportation (GDOT) and; the City of Atlanta, Office of Contract Compliance.
2. Reporting: The successful bidder/proposer must submit a monthly subcontractor utilization report of all payments using the automated B2GNOW Payment Software Program. This requirement will be discussed with the awardee at the Kick-Off/Pre-Construction meeting.
3. Exhibit B1 – Schedule of Intended Subcontractor Utilization: It is required that the bidder/proposer designated as the “Prime Contractor” list and submit information on all subcontractors **(including majority firms)** they solicited for quotes and plan to utilize for the project. Failure to submit this form may result in your bid/proposal being declared non-responsive.
4. Directories of Certified Firms: To access Directories of certified firms of Fulton County or the entities from whom Fulton County accepts certifications, see web links below:

Fulton County Government

<https://fultoncountyga.diversitycompliance.com> Click “Search Registered Directory” for Certified Vendors

City of Atlanta Government

<https://atlantaga.gob2g.com/>

Scroll down and Click “Portal” to search for Certified Vendors

VETBIZ

<https://vip-vems-hotfixdev.powerappsportals.us/services/service-find-verified-firm/>

Scroll down to bottom. You will see “Search Business” to search for Service-Disabled Veteran Business Enterprise Certified Vendors.

GDOT

<http://www.dot.ga.gov/>

Click drop down arrow on “Doing Business” then click “DBE Program”. Scroll down, click on “Directories” drop down arrow then click on “UPC Directories” to search for Certified Vendors.

GMSDC – Georgia Minority Supplier Development Council

<https://gmsdc.org/>

WBENC – Women’s Business Enterprise National Council

<https://www.wbenc.org/certification>

SBA – Small Business Administration

[https://web.sba.gov/pro-net/search/dsp\\_dsbs.cfm](https://web.sba.gov/pro-net/search/dsp_dsbs.cfm)

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We ( Jameel Hanif  
\_\_\_\_\_ ),

Name

Principal

Brad Construction Co. II, LLC

Title

Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That 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) That 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) That 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) That 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: Jameel Hanif TITLE: Principal

SIGNATURE: 

ADDRESS: 500 W. Lanier Ave Ste 801

- Fayetteville, GA 30214

-

**PHONE NUMBER:** 770.469.7271 **EMAIL:** jhanif@bradconstruction.com



EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name TBD

ITB/RFP Name & Number: \_\_\_\_\_

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☐, is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ☐ **Small Business (SBE)**; ☐ **Service Disable Veteran (SDVBE)** ☐ **Disadvantage Business (DBE)** **\*\*If yes, Prime must submit a copy of recent certification.**
- ☐ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ \_\_\_\_\_ Or \_\_\_\_\_ %

2. This information below must be completed and submitted with the bid/proposal if 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.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

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

<b>Total Dollar Value of Certified Subcontractors: (\$)</b>
---

<b>Total Percentage of Certified Subcontractors: (%)</b>
--

**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 Exhibit 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 will participate.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Business or Corporate Name:** \_\_\_\_\_

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

-

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

### UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.



**EXHIBIT B2 FORM**

**SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE  
OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

**Certification Designation:** AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – 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

[illegible]

**SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

[illegible]

## 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

[illegible]

EXHIBIT C FORM  
SUBCONTRACTOR CONTACT FORM


Company Name: \_\_\_\_\_  
\_\_\_\_\_

Project # & Title:

Printed Signature: \_\_\_\_\_  
\_\_\_\_\_

Date:

**EXHIBIT J**

**RISK MANAGEMENT INSURANCE  
PROVISIONS FORMS AND CERTIFICATE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/2024

**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).**

<b>PRODUCER</b> Strawn & Co., Insurance 16 Hampton Street Post Office Box 38 McDonough GA 30253	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> (770) 957-9005 <b>FAX (A/C, No):</b> (770) 957-9720 <b>E-MAIL ADDRESS:</b> coi@strawninsurance.com														
<b>INSURED</b> Brad Construction Company II LLC 500 W. Lanier Avenue Suite 801 Fayetteville GA 30214	<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><b>INSURER A:</b> The Harford Mutual Insurance Co</td> <td>14141</td> </tr> <tr> <td><b>INSURER B:</b> Builders Insurance (A Mutual Captive)</td> <td>10704</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> The Harford Mutual Insurance Co	14141	<b>INSURER B:</b> Builders Insurance (A Mutual Captive)	10704	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER C:</b>															
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES****CERTIFICATE NUMBER:** CL238144562**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y		MP10825006	07/29/2023	07/29/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR	Y		CU104732910	07/29/2023	07/29/2024	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		WCV0223426 07	07/29/2023	07/29/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional Insured per form CG2033 in regards to the General Liability if required by contract. Umbrella follows form.

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government 141 Pryor St SW  Atlanta GA 30303	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p style="text-align: center;"><i>John Wadsworth</i></p>
---	---

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Policy #: MP10825006

COMMERCIAL GENERAL LIABILITY  
CG 20 33 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured 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. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. 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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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:**

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

1. Required by the contract or agreement you have entered into with the additional insured; 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.

23ITB138741K-JAJ

Task Order Contract

**Section 5****Insurance and Risk Management Provisions****Insurance and Risk Management Provisions****Task Order Contract for Minor Construction**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

- 
1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance \$1,000,000	BY ACCIDENT	EACH	ACCIDENT
Employer's Liability Insurance \$1,000,000	BY DISEASE	POLICY LIMIT	
Employer's Liability Insurance \$1,000,000	BY DISEASE	EACH EMPLOYEE	

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

23ITB138741K-JAJ

Task Order Contract

- |   |           |             |
|---|-----------|-------------|
| Bodily Injury and Property Damage Liability                 | Each      | Occurrence  |
| \$1,000,000   |           |             |
| (Other than Products/Completed Operations)General Aggregate |           | \$2,000,000 |
| Products\Completed Operation                                | Aggregate | Limit       |
| \$2,000,000   |           |             |
| Personal and Advertising Injury                             | Limits    |             |
| \$1,000,000   |           |             |
| Damage to Rented Premises                                   | Limits    | \$100,000   |
3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
- |  |      |            |
|--|------|------------|
| <b>Bodily Injury &amp; Property Damage</b> | Each | Occurrence |
| \$1,000,000                                |      |            |
- (Including operation of non-owned, owned, and hired automobiles).

4. **UMBRELLA LIABILITY** Per Occurrence/Aggregate  
 \$2,000,000  
 (In excess of above noted coverage)

5. **PROFESSIONAL LIABILITY (Errors & Omission)** Per Claim/Agg. \$2,000,000/\$2,000,000  
 Policy shall provide coverage whether such services are performed by the Contractor/Vendor, its agents, representatives, employees, or by any subcontractor or any directly employed or retained by either.

Coverage shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

### **Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

23ITB138741K-JAJ

Task Order Contract

Fulton County Government – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

23ITB138741K-JAJ

Task Order Contract

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

### **PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

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CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Brad Construction Co II, LLC SIGNATURE: 

NAME: Jameel Hanif TITLE: Principal

DATE: 11/14/2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/08/2024

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).

<b>PRODUCER</b> 	<b>JEROME HUBBARD SR INS AGENCY INC</b> <b>431 PINE AVE</b> <b>ALBANY, GA. 31701</b>	<b>CONTACT NAME:</b> JEROME HUBBARD SR	<b>FAX (A/C, No):</b> (229)883-4810
		<b>PHONE (A/C, No, Ext):</b> (229)883-4810 <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> State Farm Mutual Automobile Insurance Company	<b>NAIC #</b> 25178
<b>INSURED</b> <b>HANIF, JAMEEL H</b> <b>105 WILDFLOWER CT</b> <b>FAYETTEVILLE GA 30215-3025</b>		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION 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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	749 0474-B05-11D 886 5309-B15-11B	02/05/2024	8/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

14 FORD F250 SD VIN: 1FT7W2BT7EEB39018  
 15 FORD TRANS 250 VIN: 1FTNR3XV3FKA29598

## CERTIFICATE HOLDER

## CANCELLATION

Fulton County Government, Its Officials, Officers & Employees  
 130 Peachtree St., SW 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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2024

**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).**

<b>PRODUCER</b> Strawn & Co., Insurance 16 Hampton Street Post Office Box 38 McDonough GA 30253	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> (770) 957-9005 <b>FAX (A/C, No):</b> (770) 957-9720 <b>E-MAIL ADDRESS:</b> coi@strawninsurance.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> The Harford Mutual Insurance Co	
<b>INSURER B:</b> Builders Insurance (A Mutual Captive)	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

<b>INSURED</b> Brad Construction Company II LLC 500 W. Lanier Avenue Suite 801 Fayetteville GA 30214	<b>NAIC #</b> 14141 10704
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**COVERAGES****CERTIFICATE NUMBER:** CL238144562**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	Y	MP10825006	07/29/2023	07/29/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	Y	Y	CU104732910	07/29/2023	07/29/2024	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE \$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		WCV0223426 07	07/29/2023	07/29/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Non-Owned Equipment			MP10825006	07/29/2023	07/29/2024	Limit \$250,000

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

Additional Insured per form CG2033 in regards to the General Liability if required by contract. Waiver of subrogation per form CG2404 in regards to the General liability if required by contract. Umbrella policy follows form.

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government its officials, officers, & Employees 130 Peachtree St SW Suite 1168 Atlanta GA 30303	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p style="text-align: center;"><i>John Wadsworth</i></p>
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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

"ALL WRITTEN CONTRACTS THAT REQUIRE A WAIVER OF SUBROGATION"

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:	Policy No. WCV 0223426 07	Endorsement No.
Insured: BRAD CONSTRUCTION COMPANY II LLC		Premium: \$3,984.00
Insurance Company: Builders Insurance (An Association Captive Company)	Countersigned by: _____	

POLICY NUMBER: MP10825006

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

<b>Name Of Person Or Organization:</b>

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

POLICY NUMBER: MP10825006

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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
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.

Policy #: MP10825006

COMMERCIAL GENERAL LIABILITY  
CG 20 33 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured 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. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. 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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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:**

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

1. Required by the contract or agreement you have entered into with the additional insured; 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.