



**FULTON
COUNTY**

**CONTRACT DOCUMENTS FOR
24ITB100324K-JA**

**Renovation of Airport
Administration Aircraft
Rescue Firefighting Station
(ARFF)**

**for the
Department of Real Estate and Asset
Management**

OWNER - CONTRACTOR AGREEMENT

Contractor: **Sovereign Cooper, Inc.**

Contract No.: **24ITB100324K-JA Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)**

Address: **304 Tribble Gap Road, Suite 100**
City, State **Cumming, GA 30040**

Telephone: 404-931-7716

Email: ray@sovereigncooper.com

Contact: **Ray Neal**
President

THIS AGREEMENT is effective as of the 13th day of May, 2025, 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
- 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 **two million, three hundred eighty-nine thousand dollars and zero cents; \$2,389,000.00**, 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: 241TB100324K-JA
RENOVATION OF AIRPORT ADMINISTRATION
AIRCRAFT RESCUE FIREFIGHTING STATION (ARFF)

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

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

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

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

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

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County 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 April 2, 2025, Item No. 25-0261

[SIGNATURES NEXT PAGE]

24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

Owner – Contractor Agreement

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.

FULTON COUNTY, GEORGIA

Signed by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Signed by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM.

Signed by:

Dennal Stewart

Office of the County Attorney

SOVEREIGN COOPER, INC.

Signed by:

Ray Neal

Ray Neal
President

ATTEST:

Signed by:

Beth Trice

Beth Trice
Secretary/

(Affix Corporate Seal)



ATTEST:

APPROVED AS TO CONTENT:

Signed by:

Joseph N. Davis

Joseph N. Davis
Director Department of Real Estate and
Asset Management

ITEM# 5-0261

RM: 04/02/2025

REGULAR MEETING

ITEM# xxx

2nd RM: xxx

REGULAR MEETING

EXHIBIT A

GENERAL CONDITIONS

00700-1 FAMILIARITY WITH SITE

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

00700-2 CONTRACT DOCUMENTS

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

A. Notice of Award of Contract:

B. Execution of Contract Documents

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

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

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

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

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

Drawings and Specifications:

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

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

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

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

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

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

00700-3 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Director - Director of the [insert department name] Department of Fulton County, Georgia or the designee thereof.

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

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

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

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

Project Manual - The Contract Documents.

Provide - shall mean to furnish and install.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the

requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

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

00700-4 CODES

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

00700-5 REVIEW OF CONTRACT DOCUMENTS

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

00700-6 STRICT COMPLIANCE

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

00700-7 APPLICABLE LAW

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

00700-8 PERMITS, LICENSES AND BONDS

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

00700-9 TAXES

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.
- B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

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

00700-10 DELINQUENT CONTRACTORS

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

00700-11 LIEN WAIVERS

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

00700-12 MEASUREMENT

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

00700-13 ASSIGNMENT

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

00700-14 FOREIGN CONTRACTORS

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

00700-15 INDEMNIFICATION

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

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

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

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

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

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

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

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

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

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

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

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor.

The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

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

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

00700-17 ADMINISTRATION OF CONTRACT

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

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

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

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

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

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

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

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

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

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

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

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

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

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

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

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

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

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

00700-20 DISCIPLINE ON WORK SITE

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

00700-21 HOURS OF OPERATION

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

Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-23 RIGHT OF ENTRY

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

00700-24 NOTICES

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

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

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

00700-25 SAFETY

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 performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

00700-49 COMMENCEMENT AND DURATION OF WORK

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

00700-50 TIME OF THE ESSENCE

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

00700-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or

hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

00700-52 DELAY

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

00700-53 INCLEMENT WEATHER

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

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

00700-54 DELAY - NOTICE AND CLAIM

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

00700-55 STATEMENT OF CLAIM - CONTENTS

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

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

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

00700-57 DILIGENCE

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

00700-58 SET-OFFS

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

00700-59 REMEDIES CUMULATIVE

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

00700-60 TITLE TO MATERIALS

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

00700-61 INSPECTION OF MATERIALS

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

00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING

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

00700-63 MATERIALS INCORPORATED IN WORK

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

00700-64 STORAGE OF MATERIALS

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

00700-65 PAYROLL REPORTS

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

00700-66 CONTRACTORS' REPRESENTATIVE

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

00700-67 SPECIALTY SUB-CONTRACTORS

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

00700-68 INSPECTION BY THE CONSTRUCTION MANAGER

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

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

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

00700-70 SCHEDULING OF THE WORK

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

00700-71 PROGRESS ESTIMATES

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

00700-72 PROGRESS PAYMENTS

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

00700-73 TIME OF PAYMENT

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. A written report of the total value of work performed and materials and equipment obtained to the date of submission
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

00700-74 RETAINAGE

The County shall retain from each progress payment five percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 percent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

00700-75 PAYMENT OF SUBCONTRACTORS

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

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

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

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

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

00700-78 PAYMENTS IN TRUST

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

00700-79 JOINT PAYMENTS

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

00700-80 RIGHT TO WITHHOLD PAYMENT

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or 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 or 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

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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

EXHIBIT B

SPECIAL CONDITIONS

- ❖ **FULTON COUNTY CONTRACTOR
SAFETY AND HEALTH MANAGEMENT
PROCESS**
- ❖ **FULTON COUNTY CONTRACTOR
RULES AND REGULATIONS**

FULTON COUNTY CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

1.0 INTRODUCTION

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

2.0 REFERENCES

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

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

3.0 RESPONSIBILITY

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

The Contractor is responsible for:

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

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

4.0 PROCEDURE

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

5.0 DRUG AND ALCOHOL POLICY

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

- 1. Written policy that prohibits the use, transportation, sale and possession of these materials
- 2. Disciplinary action plan for violations
- 3. Any treatment or reinstatement reemployment options
- 4. Drug and alcohol testing schedule that includes pre-employment, periodic for safety sensitive or critical jobs, and for cause

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

6.0 OTHER CONTROLLED ITEMS

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

1. Firearms, weapons, and ammunition.
2. Switchblades
3. Unauthorized explosives including fireworks
4. Stolen property or contraband
5. Controlled chemicals or chemicals recognized as being able to be used for improper purposes

7.0 EMERGENCY PROCEDURES/GUIDELINES

- 7.1 The Contractor is required to establish site specific emergency procedures in the Project Safety Program to manage emergencies that may occur at any time in the following categories:
 1. Fire
 2. Employee injury
 3. Pedestrian injury due to work activity of any kind
 4. Property damage and damage to various utilities (i.e., electrical, gas, sewerage, water, telephone or public roadways)
 5. Public demonstrations
 6. Bomb threats
 7. Flood, Wind, Lightening, Hail
 8. Terrorists Threats
 9. Work place violence
- 7.2 These Emergency Procedures will be made part of the Contractor's Project Safety Program submittal and shall include but not be limited to the following elements:
 1. A list of emergency phone numbers posted at the job site, along with information to be transmitted in such emergencies.
 2. An incident command structure defining duties and responsibilities
 3. A system to train supervisors and employees on this emergency plan
 4. Procedures on how to handle emergencies including access to the site by emergency responders, accounting for workers, and securing the area.
 5. Procedures for media releases. These releases must be coordinated through the Fulton County Information and Public Affairs Office in coordination with the County's designated Representative.
 6. A plan that addresses serious incidents that includes notification to Fulton County, Fulton County's designated Representative immediately after the incident.

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

8.0 ACCIDENT AND INCIDENT INVESTIGATION AND REPORTING

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

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

9.0 JOB SAFETY ANALYSIS

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

10.0 SAFETY AND HEALTH COMPLIANCE AUDITING

10.1 Self-Auditing Requirements

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

10.2 NOT USED

10.3 INSPECTIONS BY REGULATORY AGENCIES

- 10.3.1 The Contractor must notify the Fulton County designated Representative whenever a 051-IA compliance officer, health inspector, or EPA or Georgia Environmental Protection Division Representative arrives at the project site to conduct an inspection.
- 10.3.2 The Contractor is required to forward a copy of all regulatory citations, notice of violations, or similar for this project to Fulton County's designated Representative.
- 10.3.3 These records will be reviewed with Fulton County designated Representative and included in the Construction Project files.

10.4 SAFETY INSPECTION AND AUDIT FOLLOW UP

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

11.0 SAFETY MEETINGS

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

12.0 TRAINING, INSPECTION AND CERTIFICATION

- 12.1 Employee Training
 - 12.1.1 The Contractor must be able to show when requested the required safety training for all Contractor and Subcontractor employees and competent persons working on the site including any required craft training,

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

12.2 Equipment Certification and Inspection

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

13.0 SAFETY AND HEALTH PROGRAM ELEMENTS

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

13.1 Return to Work Policy*

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

13.2 Fire Prevention Program*

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

13.3 Hazard Communication (HAZCOM)*

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

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

13.4 Personal Protective Equipment (PPE)*

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

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

- Full body and chemical splash protection is required when handling hazardous chemicals.
- Respirators are required when employees may be exposed to dust and/or chemicals in excess of the OSHA permissible exposure limits.
- * Long pants are required.

13.5 Confined Space Entry

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

- Confined Space Identification
- Environmental Testing
- Rescue
- Communication with employees in the confined space
- Employee Training
- Permit System for entry

13.6 Excavations

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

- Employee Training
- Daily inspections
- Soil testing
- Protective or support systems.

13.7 Electrical Tools, Equipment, and Systems*

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

13.8 Lockout/Tagout Procedure

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

- Energy isolation lists for each piece of equipment
- Employee training
- Individually keyed locks and danger tags
- Written Procedure that assigns responsibilities

13.9 Fall Protection*

Contractor shall provide an approved fall protection system for all employees working at an elevation of 6 feet or higher on this project, including scaffolding work and steel erection. Employees will be responsible for utilizing the fall protection 100% of the time. Sub- Contractor will be responsible for ascertaining their employees' compliance with this requirement. The plan must address the following items:

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

13.10 Scaffolding

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

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

13.11 Cranes and Other Lifting Devices

- Trained and experienced operators shall operate Cranes in accordance with the applicable OSHA and ANSI/ASME.
- The Contractor is responsible for ensuring that the crane is properly sized for the job and that all required inspections and maintenance required by 051-IA and ANSI/ASME standards have been conducted.

- All cranes should have anti-two block devices installed and operational. Cranes lifting employees in personnel baskets must have an anti-two block device to stop the crane if this condition occurs (positive acting).
- Tag lines are required to secure materials while being moved or handled by cranes.
- All cranes working in the vicinity of overhead power lines shall be grounded and be equipped with proximity guards.
- A lift plan must be submitted for all lifts that exceed 20,000 pounds or 75% of the crane's lift capacity. This plan must be reviewed and approved by the Contractor.
- Slings, hooks, and other lifting devices must be inspected on regular basis and stored properly.

13.12 Use of Personnel Baskets

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

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

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

13.14 *Ladders**

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

13.15 Tools and Equipment

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

13.16 Compressed Gas Cylinders*

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

13.17 Welding, Burning, and Cutting*

- The Contractor's program must meet or exceed OSHA and NFPA requirements.
- All flammables must be removed from work area and a fire watch posted in area until 30 minutes after the job is completed.
- At a minimum a 10 LB ABC rated fire extinguisher must be available in the immediate work area.
- Regulators must be in good working order and must have anti-flash back and check valves.
- Welding shields and burning goggles must be used.

13.18 Sanitation and Housekeeping*

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

13.19 Hearing Conservation*

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

13.20 Respiratory Protection

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

14.0 SPECIALIZED SAFETY PROGRAM ELEMENTS

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

- 14.1 Asbestos Removal
- 14.2 Lead Based Paint Removal
- 14.3 Exposure Assessment and Employee Monitoring (Industrial Hygiene)
- 14.4 Hazardous Waste Operations and Training
- 14.5 Overhead Power Lines
- 14.6 Locating underground utilities
- 14.7 Dust Control
- 14.8 Guarding for floor holes and roof openings
- 14.9 Heavy Equipment, Truck and Earth Moving Equipment requirements
- 14.10 Environmental Requirements

15.0 ROAD AND TRANSPORTATION SAFETY REQUIREMENTS

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

- 15.1 Barricades and Cones
- 15.2 Traffic and Warning Signs
- 15.3 Traffic control devices
- 15.4 Equipment and materials storage
- 15.5 Reflective Clothing and other personal protective equipment
- 15.6 Excavation and road hole protection
- 15.7 Erosion protection
- 15.8 Trained flaggers

16.0 ADDITIONAL REQUIREMENTS TO PROTECT THE GENERAL PUBLIC

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

- 16.1 Fencing and other measures for site security
- 16.2 Warning, direction and no trespassing signs
- 16.3 Alternate public walk ways
- 16.4 Protection of the public from overhead and other construction hazards
- 16.5 Site Traffic Control
- 16.6 Barricading off hazardous areas and open pits and holes

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

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

CONTRACTOR RULES AND REGULATIONS

Fulton County Government Center Atlanta, GA 30303

CONTRACTOR RULES AND REGULATIONS

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

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Fulton County Government Center Atlanta, GA 30303

CONTRACTOR RULES AND REGULATIONS

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

1. AIR BALANCE REPORTS

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

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

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

2. BLINDS AND DRAPERIES

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

3. BUILDING EQUIPMENT

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

4. BUILDING TIE-INS

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

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

Building Tie-ins request can be sent via email to dexter.dyer@fultoncountyga.gov or Vijay.Nair@fultoncountyga.gov.

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

5. CARPET

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

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

6. CONCRETE CUTTING and CORE DRILLING REQUIREMENTS

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

1. Dimensions showing the length and the width of the slab removal.
2. The slab removal shall not begin until the proposed slab removal plan is approved by the building’s structural engineer when designated by the Property or Project Manager.
3. There shall not be any overcutting of the concrete slab during slab removal.
4. All corners or intersecting saw cuts shall be core drilled.
5. The contractor is responsible for repair work associated with all overcutting.
6. The extent of the repair will be as required and approved by the Property or Project Manager.
7. The Contractor shall, prior to any cutting, x-ray the existing concrete to familiarize himself with existing conditions. All films are to be available for the structural engineer to review and all floor penetration locations are to be marked for review by the structural engineer prior to removal when required by the Property or Project Manager.
8. The Property Manager must be notified at least seventy-two (72) hours prior to commencement of work.

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

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

7. CONCRETE DEMOLITION/POURING & SCHEDULING

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

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

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

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

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

8. CONDENSATION DRAIN LINES

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

9. CONSTRUCTION INSPECTIONS

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

10. DATA SHEETS

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

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

11. DELIVERIES & ACCESS TO JOB SITE

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

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

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

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

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

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

12. LOADING DOCK RULES AND REGULATIONS

The loading dock area, which is accessed from Mitchell Street, serves the office portions of the building. Strict adherence to these Contractor Rules and Regulations is required to ensure the most efficient management and cooperative use of the loading dock.

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

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

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

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

13. INSURANCE

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

14. DUCT WORK

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

15. DUMPSTERS

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

16. DUSTY WORK

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

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

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

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

See also: Welding and Soldering

17. EMERGENCY PROCEDURES

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

18. EXISTING BUILDING EQUIPMENT AND FIXTURES

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

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

It is the Contractor's responsibility to protect all core areas on the floors being worked: covering existing doors and walls, not accessing restrooms, and protecting other completed finishes and equipment. The disassembly of door props and door closures are not authorized.

19. FIRE STOPPING MATERIALS

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

20. FLAMMABLES

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

21. FOOD & DRINK

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

22. HOURS

Building

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

Engineering

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

23. HOUSEKEEPING

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

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

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

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

24. ISOLATION VALVES

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

25. KEYS AND ACCESS PASSES

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

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

26. LIFE SAFETY SYSTEMS

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

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

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

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

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

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

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

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

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

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

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

27. NEW-HEATING, VENTILATION AND AIR CONDITIONING

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

28. NOISE/ODORS

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

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

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

29. NOISY WORK

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

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

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

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

30. NON-CONSTRUCTION AREAS & NORMAL LIMITS OF OPERATIONS

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

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

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

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

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

It is the Contractor's responsibility to ensure that all work shall be done in accordance with O.S.H.A. regulations, all applicable city, state and federal building codes.

31. OTHER CONTRACTORS

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

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

32. OUTAGES

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

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

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

33. OWNER'S REPRESENTATIVES AND MANAGEMENT

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

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

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

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

34. PARKING

There is no parking allowed in the loading dock area or other designated parking areas by contractors unless authorized by Property Management. Any unauthorized vehicles blocking the loading dock or other designated parking areas

will be towed. Property Management will arrange parking guidelines at the pre-construction meeting.

35. PERSONNEL ID AND DAILY SIGN IN/SIGN OUT

Contractor ID Badges

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

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

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

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

Sign In and Out

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

Personnel List

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

36. PERMITS

City Permits

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

37. PHONES

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

38. PIPING

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

39. POSTING OF RULES & REGULATIONS

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

40. PROBLEMS, DISRUPTIONS, ALTERATIONS

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

41. SAFETY, GENERAL GUIDELINES

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

42. SECURITY

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

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

43. SERVICING OF MECHANICAL EQUIPMENT

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

44. SIGNAGE

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

45. SMOKING

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

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

46. STAIRWELLS

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

47. SUPERVISOR/GENERAL CONTRACTOR

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

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

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

48. TELEPHONE/ELECTRIC CLOSETS

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

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

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

49. TURNOVER

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

- Photocopies of all warranties
- All operating manuals and final specifications
- EMS (Data link for zones) shall be complete

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

50. UNUSED MATERIALS

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

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

51. UTILITY CONSUMPTION

Omitted.

52. UTILITY LINES

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

53. VALVES

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

54. WALK-OFF MATS

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

55. WATER AND ELECTRICITY

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

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

56. WELDING AND SOLDERING

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

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

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

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

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

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

57. WINDOWS

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

58. WORK SCHEDULES

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

59. WORKER CONDUCT

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

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

Contractor Personnel

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

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

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

60. AMENDMENT

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

EXHIBIT C

ADDENDA

24ITB100324K-JA

Renovation of Airport Administration

Aircraft Rescue Firefighting Station (ARFF)

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>December 3, 2024</u>
ADDENDUM #	<u>2</u>	DATED	<u>December 13, 2024</u>
ADDENDUM #	<u>3</u>	DATED	<u>January 2, 2025</u>
ADDENDUM #	<u>4</u>	DATED	<u>January 24, 2025</u>
	<u>5</u>		<u>February 5, 2025</u>

BIDDER: Sovereign Cooper, Inc.

Signed by: Ray Neal


[Type or Print Name]

Title: President

Business Address: 675 Ponce De Leon AVE NE Suite 8500
Atlanta, GA 30308

Business Phone: 470-560-0650

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

James M. Cooper

Michael Hatcher

Address

304 Tribble Gap Road Suite 100 Cumming, GA 30040

675 Ponce De Leon AVE NE Suite 8500 Atlanta, GA 30308

EXHIBIT D

BID FORM

24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

Section 2
Bid Form

BID FORM

Submitted To: Fulton County Government

Submitted By: Sovereign Cooper, Inc.

For: [INSERT PROJECT # AND TITLE]

Submitted on February 11, 2025.

24ITB100324K-JA Section 2
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

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 BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH 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.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ 2,389,000
(Dollar Amount In Numbers)

Two Million Three Hundred Eighty Nine Thousand Dollars
(Dollar Amount in Words)

24ITB100324K-JA

Section 2

Renovation of Airport Administration

Aircraft Rescue Firefighting Station (ARFF)

Bid Form

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.

24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

Section 2

Bid Form

BASE BID AMOUNT

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL PRICE
1.	Base Bid	1	LS		2,389,000
2.					
3.					
4.					
5.	Owner Controlled Contingency				n/a
	TOTAL BASE BID AMOUNT (lines 1-5)	1	LS		2,389,000

ALTERNATE #1

[Insert alternate description]

DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
DELETE AISC CERTIFIED FABRICATOR & ERECTOR				\$90,000

ALTERNATE #2

[Insert alternate description]

DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of:

5%

Dollars

(\$ 5%) according to the conditions of "Instructions to Bidders" and provisions thereof.

EXHIBIT E

BID, PERFORMANCE, AND PAYMENT

24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

Section 2

Bid Form

BID BOND

**#24ITB100324K-JA - RENOVATION OF AIRPORT ADMINISTRATION
AIRCRAFT RESCUE FIREFIGHTING STATION (ARFF)**

**STATE OF GEORGIA
COUNTY OF FULTON**

KNOW ALL MEN BY THESE PRESENTS, THAT WE SOVEREIGN COOPER, INC.
304 TRIBBLE GAP ROAD, SUITE 100, CUMMING, GA 30040

hereinafter called the PRINCIPAL, and HARTFORD FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA, HARTFORD, CT 06115

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

WHEREAS the PRINCIPAL has submitted to the COUNTY, for #24ITB100324K-JA - RENOVATION OF
AIRPORT ADMINISTRATION AIRCRAFT
RESCUE FIREFIGHTING STATION (ARFF)
-----, a Bid;

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

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

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

24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

Section 2

Bid Form

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 7th day of February, 2025

ATTEST:

SOVEREIGN COOPER, INC.
PRINCIPAL

BY



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Elizabeth Trice, certify that I am the Secretary of the Corporation named as principal in the within bond; that James Cooper, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.



HARTFORD FIRE
INSURANCE COMPANY
SURETY

BY DEREK WORTHAM, ATTORNEY-IN-FACT

(SEAL)



END OF SECTION

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: H&H INSURANCE SERVICES INC

Agency Code: 20-260066

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Shirley A. Coleman, Michael A. Jones, Leslie A. Paulsen, Christopher B. Wortham, Derek Wortham of NORCROSS, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 7, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

Section 3

Bid Bond Form

PAYMENT BOND

Bond No. 20BCSJH8999

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

"Project:" means #24ITB100324K-JA - Renovation of Airport Administration Aircraft Rescue Firefighting Station (ARFF)

"Principal:" (Legal Name and Business Address),

[Insert Name of Contractor (hereinafter called the "Principal")
Sovereign Cooper, Inc.
304 Tribble Gap Road, Suite 100
Cumming, GA 30040

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

"Surety:" (Name and Business Address)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06115

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated 2 day of April, 2025, regarding performance of Work relative to the Project.

Two Million Three Hundred Eighty Nine Thousand And

"Penal Sum:" [100% of contract amount] No/100 Dollars (\$2,389,000.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or

24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

Section 3

Bid Bond Form

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this 2 day of April, 2025.

PRINCIPAL: Sovereign Cooper, Inc.



President/Vice President (Sign)

Ray Neal

President/Vice President (Type or Print)

Attested to by:



Secretary/Assistant Secretary (Seal)



SURETY: Hartford Fire Insurance Company

By:



Attorney-In-Fact (Sign)

Derek Wortham, Attorney-In-Fact

Attorney-in-Fact (Type or Print)



Secretary/Assistant Secretary (Seal)



Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: H&H INSURANCE SERVICES INC

Agency Code: 20-260066

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Shirley A. Coleman, Michael A. Jones, Leslie A. Paulsen, Christopher B. Wortham, Derek Wortham of NORCROSS, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of , 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

Section 3

Bid Bond Form

PERFORMANCE BOND

Bond No. 20BCSJH8999

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

"Project:" means #24ITB100324K-JA - Renovation of Airport Administration Aircraft Rescue Firefighting Station (ARFF)

"Principal:" (Legal Name and Business Address),

[Insert Name of Contractor (hereinafter called the "Principal")]

Sovereign Cooper, Inc.
304 Tribble Gap Road, Suite 100
Cumming, GA 30040

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

"Surety:" (Name and Business Address)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06115

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated 2 day of April, 2025, regarding performance of Work relative to the Project.

Two Million Three Hundred Eighty Nine Thousand And

"Penal Sum:" [100% of contract amount] No/100 Dollars (\$2,389,000.00).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the

24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

Section 3

Bid Bond Form

cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

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

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

Section 3

Bid Bond Form

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this 2 day of April, 2025.

PRINCIPAL: Sovereign Cooper, Inc.



President/Vice President (Sign)

Ray Neal

President/Vice President (Type or Print)

Attested to by:



Secretary/Assistant Secretary (Seal)



SURETY: Hartford Fire Insurance Company

By: 

Attorney-in-Fact (Sign)

Derek Wortham, Attorney-In-Fact

Attorney-in-Fact (Type or Print)

END OF SECTION

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

POWER OF ATTORNEY

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Agency Name: H&H INSURANCE SERVICES INC

Agency Code: 20-260066

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
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- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Shirley A. Coleman, Michael A. Jones, Leslie A. Paulsen, Christopher B. Wortham, Derek Wortham of NORCROSS, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

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Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

EXHIBIT F

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The Fulton County Airport Administration Aircraft Rescue and Firefighting Station (ARFF) project is a renovation of the upper and lower floors of the west apparatus bay. The building area of the renovation work is about 7,275 gross square footage. The scope of work includes renovation of the facility in accordance with the plans as prepared by Michael Baker and included but is not limited to: demolition of some selected windows, doors, walls, fire pole, electrical conduits, switches, lights, HVAC systems, sprinklers and part of the existing roof over the Apparatus bay. The space impacted/added in the build out of the renovation work include but are not limited to, (at the lower level) the apparatus bay, Decon/laundry room, vestibule, restroom, hose reel/storage, fire equipment storage, adding a new intercommunicating stair, (at the upper level) the roof of the Apparatus Bay will be removed and walls extended up, cross section of the exterior walls on the interior side furred out to cover exterior cladding clamps, new floor finishes, new ceilings, electrical, plumbing, sprinkler and HVAC systems will be added, all to create an interior space to house EMA offices and Day Room and a new roof system.

Additionally, the opening for the fire-pole will be covered with reinforced concrete to flush with the floor slab, such that the existing upper level will be remodeled to receive a kitchen, living and sleeping spaces and restrooms for EMA staff to operate a limited twelve hour (12) response facility. As shown in the renovation construction drawings and project manual approved by the County. The east wing of the building was recently renovated to accommodate the Fulton County Airport Administration offices. The new ARFF renovation work is intended to allow the continued use of the Airport Administration offices during construction. In the event there is any impact to the Airport Administration building, the contractor will be required to communicate that in advance with the owner and schedule the work according so as to not impact the current operations of the Airport Administration building.

Existing site information, to be verified, includes:

Domestic Water - The site is served by a domestic water meter.

Sanitary Sewer - Is readily available. A new sewer line was recently installed in the building after the construction drawings were produced. The general contractor should field verify the location of this new line for best connection point.

Storm water - The site has an existing drainage system that should be field verified for proper storm management.

Natural gas- The site is served by a natural gas line.

Refer to the following exhibits posted with Addendum No. 4 on January 24, 2025, and Addendum No. 5 on February 5, 2025 for project details.

See Addendum No. 4, which provided the following:

- ❖ Geotechnical Report, ARFF Phase 3
- ❖ Drawings-Civil, Structural, Plumbing, ARFF Phase 3
- ❖ Plan Revisions-Civil, Structural, Plumbing, ARFF
- ❖ Project Manual, Phase 3 rev. 1-17-25
- ❖ 24-10-B Commercial Building Plan Review Comment Document
- ❖ 24-10-B Review Comments Response, ARFF
- ❖ ARFF Building Renovation FTY Airport, Phase 3, rev. 1-17-2025

See Addendum No. 5, which provided the following:

- ❖ S102-UPPER LEVEL FRAMING PLAN-02-04-2025, rev. 2
- ❖ S103-ROOF FRAMING PLAN-02-04-2025, rev. 2

SERVICES:

Construction Services: The General Contractor is responsible for procuring all relevant permits required to execute the work and will be reimbursed for same by the County. The GC is responsible for the management and execution of all construction phase activities, including but not limited to the following;

- a) Provide all activities and deliverable associated with the build out of the project per the construction documents.
- b) Provide project management coordination of activities of various sub-contractors engaged on the project with Fulton County staff and Department.
- c) Prepare a mobilization plan and building analysis for demolition work purposes
- d) Prepare a project schedule and monthly updates to reflect progress of construction work. When there is a delay, to provide a recovery schedule and recommendations to catch up.
- e) Prepare a list of long lead items that will require the County's review and approval early in the project to avoid delays.
- f) The County requires a project schedule that achieves substantial completion with issuance of a Temporary or Final Certificate of Occupancy (CO) in 270 calendar days or as established or agreed between the County and the winning GC.
- g) The GC will host meetings with Fulton County staff, record and distribute minutes. It is the desire of Fulton County to have bi-weekly site meetings.
- h) The GC will coordinate with the Fulton County Project Manager to ensure that all required Fulton County staff and others are invited to attend the meetings.
- i) As the project site will be actively occupied by staff of the Airport Administration Department, the GC will provide a safety plan that will ensure that the work will go on un- interrupted, as well as provide access to the Airport administration offices wing of the building.
- j) The GC will coordinate the activities of their staff and the sub-contractors to ensure that all work requiring the shutdown and restoration of services to the occupied spaces shall take place with 72 hours of prior advance written approval from the County. All work that delivers, to any occupied space, noise levels of at least 50 dB(C) for a sustained time period (more than a minute) or noise levels of at least 60 dB(C) for less than one minute shall be performed during weekends.
- k) The GC is responsible for all aspect of quality control and assurance of the project. You will notify the County Project Manager before commencing any aspect of the work that will be noisy or unsafe for other users of the building.
- l) The GC will coordinate/ schedule material testing and special inspections as required by the project manual and specifications and provide reports for County records.
- m) The GC will obtain and pay for all required inspections and permits (if necessary). Pay for all goods and services and provide releases to Fulton County Project Manager's as required during execution of the work. Also, will provide all information to assist Fulton County Project Manager with completion of reports.

Post Construction Services: The GC will provide all activities and deliverable associated with the project close- out as follows;

1. All items on the punch list must be completed and final completion must be achieved within thirty (30) days of Substantial Completion or as provided for on the approved project schedule. Also, within one (1) month of substantial completion, the GC shall provide the information electronically and three (3) hard copies of the final report. This report is to include:

- ❖ Copies of all meeting minutes
- ❖ Copies of all permits
- ❖ Correspondence with regulatory agencies, if any
- ❖ Warranties and guarantees.
- ❖ Electronic copies of Operation and maintenance Manuals contained on (2) each external flash drives.
- ❖ Certificate Of Occupancy (CO)
- ❖ Complete set of As-Built drawings

- ❖ Conduct Warranty Review/ Facility Inspection one month prior to the end of the general warranty period with Fulton County and facility staff to identify and resolve outstanding warranty issues prior to the end of the warranty period.
- ❖ All documents shall be provided in an electronic format whether through an electronic medium as readable and defined here in a method that is acceptable to the county for all related project documentation.

EXHIBIT G

EXHIBITS

See Addendum No. 4, which provided the following:

- ❖ **Geotechnical Report, ARFF Phase 3**
- ❖ **Drawings-Civil, Structural, Plumbing, ARFF Phase 3**
- ❖ **Plan Revisions-Civil, Structural, Plumbing, ARFF**
- ❖ **Project Manual, Phase 3 rev. 1-17-25**
- ❖ **24-10-B Commercial Building Plan Review Comment Document**
- ❖ **24-10-B Review Comments Response, ARFF**
- ❖ **ARFF Building Renovation FTY Airport, Phase 3, rev. 1-17-2025**

See Addendum No. 5, which provided the following:

- ❖ **S102-UPPER LEVEL FRAMING PLAN-02-04-2025, rev. 2**
- ❖ **S103-ROOF FRAMING PLAN-02-04-2025, rev. 2**

EXHIBIT H

PURCHASING FORMS

24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

STATE OF GEORGIA**COUNTY OF FULTON****FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

2157551

EEV/Basic Pilot Program* User Identification Number


BY: Authorized Officer of Agent
(Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Ray Neal

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 11 day of February, 2025.Notary Public: Melissa W. MaytonCounty: ForsythCommission Expires: 09/08/2026

Melissa Winder Mayton
NOTARY PUBLIC
Forsyth County, GEORGIA
My Commission Expires 09/08/2026

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

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

24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

To be completed upon award

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.

24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

STATE OF GEORGIA

COUNTY OF FULTON

To be completed upon award

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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: _____

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

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

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Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

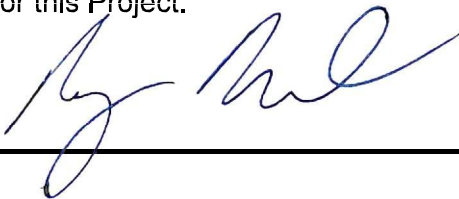
**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: Sovereign Cooper, Inc.

General Contractor's License Number: GCCO007854

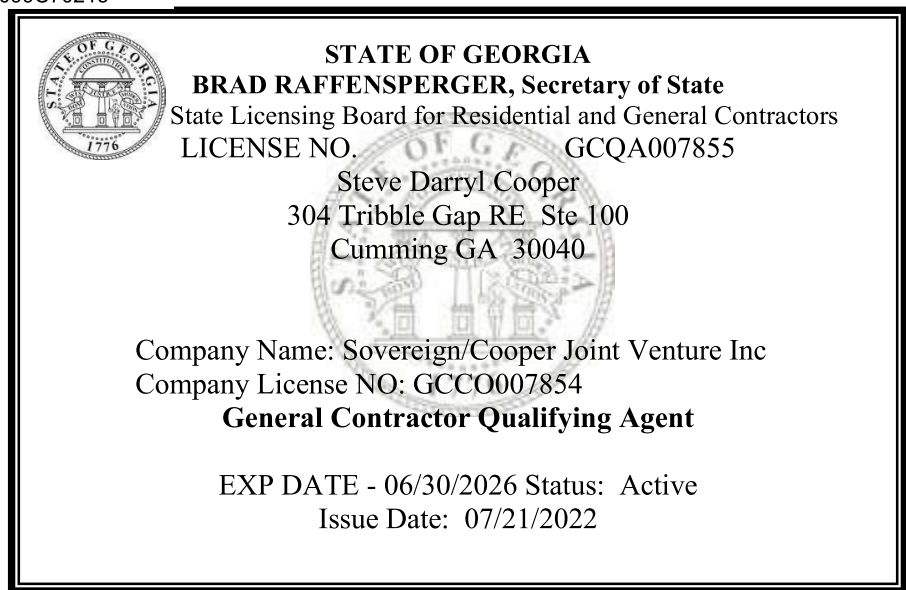
Expiration Date of License: 06/30/2026

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

Signed: _____

Date: February 11, 2025

(ATTACH COPY OF LICENSE)



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

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

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Steve Darryl Cooper
304 Tribble Gap RE Ste 100
Cumming GA 30040



24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Sovereign Cooper, Inc.

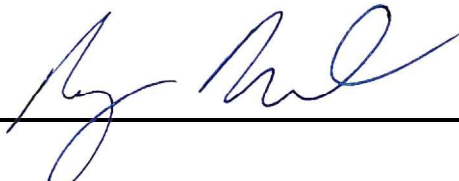
Performing work as: Prime Contractor X Sub-Contractor

Professional License Type: General Contractor Qualifying Agent

Professional License Number: GCQA007855

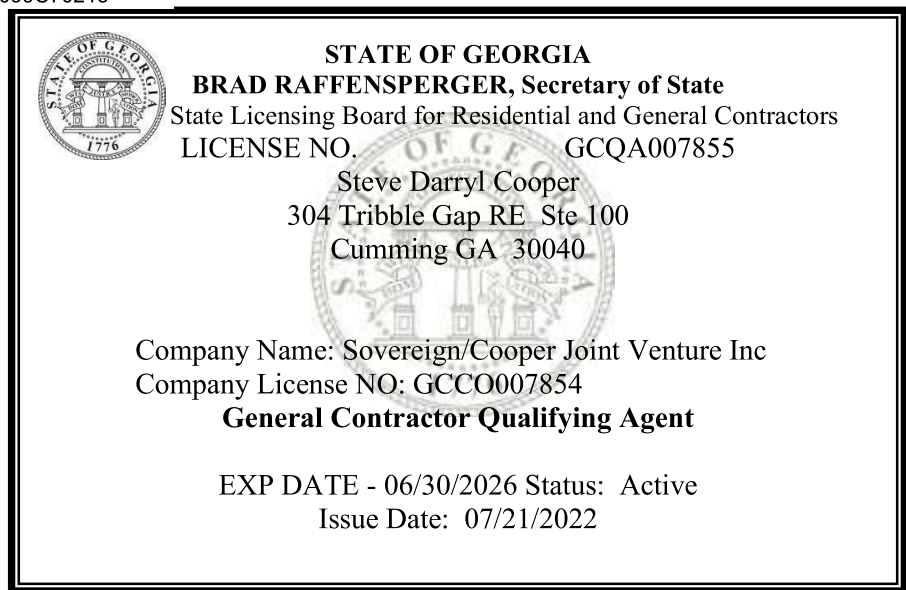
Expiration Date of License: 06/30/2026

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

Signed: 

Date: February 11, 2025

(ATTACH COPY OF LICENSE)



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

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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.

Jim Cooper
304 Tribble Gap Road
Suite 100
Cumming, GA 30040

Ray Neal
675 Ponce DeLeon Avenue, NE
Suite 8500
Atlanta, GA 30308

Michael Hatcher, Ph.D
675 PonceDeLeon Avenue, NE
Suite 8500
Atlanta, GA 30308

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.

Longtime contractor Cooper & Company General Contractors Inc., and Sovereign Construction and Development joined together in 2022 to launch a sister company, Sovereign Cooper, Inc. The firm is led by industry veterans Ray Neal, Michael Hatcher, Ph.D, and Jim Cooper. Forming Sovereign Cooper, Inc. allows both firms to each elevate its strengths while taking on a broader market of work. Cooper & Company has spent much of its 58 years in business constructing award-winning work for public safety, municipal administration, office and retail, while Sovereign Construction has a high-end, specialty focus in historic renovations, multi-family housing and interiors. Although the firm is new, the team is not. Our leaders combine more than 80 years experience and have worked together in various capacities for more than 10 years. With a focus on Construction Management in the City of Atlanta and surrounding counties, Sovereign Cooper is prepared to take on a construction project of any size.

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.

None

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Aircraft Rescue Firefighting Station (ARFF)

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

24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

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]

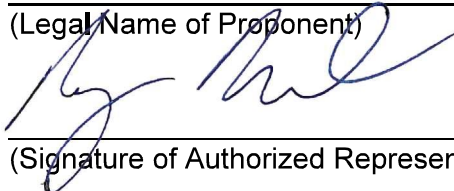
24ITB100324K-JA
Renovation of Airport Administration
Aircraft Rescue Firefighting Station (ARFF)

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 11 day of February, 2025

Sovereign Cooper, Inc. 02-11-2025

(Legal Name of Proponent) (Date)



02-11-2025

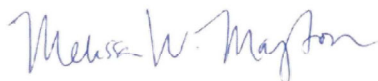
(Signature of Authorized Representative) (Date)

President

(Title)

Sworn to and subscribed before me,

This 11 day of February, 2025



(Notary Public)

(Seal)

Commission Expires 09/08/2026
(Date)

Melissa Winder Mayton
NOTARY PUBLIC
Forsyth County, GEORGIA
My Commission Expires 09/08/2026

EXHIBIT I

OFFICE OF CONTRACT COMPLIANCE FORMS

Revised as of January 24, 2025

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Ray Neal
_____),

Name

President

Title

Sovereign Cooper, 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: Ray Neal TITLE: President

SIGNATURE: 

ADDRESS: 675 Ponce De Leon AVE NE Suite 8500 Atlanta, GA 30308

- _____

- _____

PHONE NUMBER: 404-931-7716

EMAIL: ray@sovereigncooper.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 Sovereign Cooper, Inc.

ITB/RFP Name & Number: 24ITB100324K-JA Renovation of Airport Administration Aircraft Rescue Firefighting Station (ARFF)

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:
Zero Percent
\$ _____ 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)**

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)
--

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: Sovereign Cooper, Inc.

Address: 304 Tribble Gap Road Suite 100 Cumming, GA 30040

-

Telephone: (470-560-0650)

Fax Number: () N/A

Email Address: ray@sovereigncooper.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

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,

[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

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
1electric	706 Lakeshore Cir NE	Stephen Harvey	snikbakht@1electric.com	404-889-8601	Electrical	MBE	
5Seasons Mechanical LLC	6971 Peachtree Industrial BLVD STE A	Adam Soyah	accounting@5-sm.com	770-837-3476	HVAC	MBE	
A&B Sheet Metal Inc.	5421 Hillside Drive	Crystal Gail Johnson	crystal@absheetmetal.com	404-209-8254	HVAC	FBE	
Allen Floors, LLC	4646 Cedar Keys Lane	Michael Allen	allenfloorsllc@gmail.com	678-754-1151	Flooring	MBE	
Alzan Services LLC	260 Meadowbrook Ct	Zandra Jones	albert@alzanservices.com	404-569-6717	Site cleanup, plumbing	FBE	
ARS Mechanical	1941 Gees Mill Road	Sadat Nicholas	etchristian@arsmechanical.com	770-760-1538	HVAC	MBE	
Atlanta Commercial Roofing Contractors	400 17th Street NW Unit 2224	Austin Ewing	atlantacommercialroof@gmail.com	404-220-9288	Roofing	MBE	
Atlanta Contract Glazing	3084B Emery Circle	Sandy Johnson	jenn@acgglass.com	770-819-8610	Glass Installation	FBE	
CFL, LLC	3358 Bryerstone Cir SE Suite 3879	Ronald Frieson	ronfrieson@bellsouth.net	404-277-0818	Flooring	MBE	
D&D Electric Company	374 Hampton Road	Michelle Patton	mypatton@yahoo.com	770-460-9522	Electrical	FBE	
Davinesolutions, LLC	1285 Upchurch Road	Wesley Hudson	davinesolutions@yahoo.com	678-851-5127	Electrical	MBE	
Doc Holiday Electrical Services	3645 Marketplace Blvd	Bernard Holiday	dochoolidayelectric@idoud.com	404-864-5644	Electrical	FBE	
GeoTerra USA LLC	760 Old Roswell Rd Suite 240	Karie Colburn	kcolburn@geoterrausa.net	678-697-7044	Land Surveying	FBE	
Greater Plumbing LLC	961 Cross Plains Road	Keenan Redmond	greaterplumbing@bellsouth.net	404-667-8056	Plumbing	MBE	
Head's Plumbing & Sales	4381 Cambellton Road	Khadija Head	khadija.head@headsplumbing.com	404-344-7480	Plumbing	SBE	
Klein Contracting Corporation	4190 Pleasantdale Road	Candace Klein	candace@kleincontracting.com	770-840-9924	Roofing	FBE	
knight's contractors	PO Box 491713	Albert Mensah	knight's.contractors@gmail.com	404-456-4536	Paint	MBE	
LaFemme Electric	5950 Shiloh Road	Karen LaFlamme	kburton@lafammeelectric.com	678-366-0738	Electrical	FBE	

[illegible]

Printed Signature: 

Date: February 11, 2025

[Handwritten signature]

EXHIBIT J

RISK MANAGEMENT INSURANCE PROVISIONS

FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H & H Insurance Services, Inc. 3160 Campus Drive Suite 100 Norcross GA 30071	CONTACT NAME: Brian Wortham PHONE (A/C, No, Ext): 678-252-1462 E-MAIL ADDRESS: BWortham@HHInsur.com FAX (A/C, No): 866-348-8540														
INSURED Sovereign Cooper, Inc. 304 Tribble Gap Road Cumming GA 30040	<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>INSURER A : Zurich American Insurance Co.</td> <td>16535</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Co.	16535	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Zurich American Insurance Co.	16535														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 121365975**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO-0068942-01	5/2/2024	5/2/2025	EACH OCCURRENCE \$ \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$100,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$2,000,000 GENERAL AGGREGATE \$ \$4,000,000 PRODUCTS - COMP/OP AGG \$ \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP-0068941-01	5/2/2024	5/2/2025	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	SXS-0068943-01	5/2/2024	5/2/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC-0068940-01	5/2/2024	5/2/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 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)

Project: Aircraft Rescue Firefighting Station Admin Renovation Fulton County Airport

Please see attached policy forms for specific verbiage regarding Additional Insureds, Primary & non-contributory, Waivers of Subrogation, and any other contractual insurance requirements for: Fulton County Government - Purchasing and Contract Compliance Department, Fulton County Board of Commissioners, and any other party required by Written contract.

All policies are 30 days' notice of cancellation, and 10 days' notice for non-payment of premium. The Umbrella Policy is follow-form to the underlying policies.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
 Purchasing and Contract Compliance 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

Christopher B. Wortham

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