



**FULTON
COUNTY**

**CONTRACT
23RFP041723K-JA**

**Design-Build Services for Fulton
County Behavioral Health Crisis
Center**

For

**Department Of Real Estate and Asset
Management**

OWNER - CONTRACTOR AGREEMENT

Contractor: **Hogan Construction Group, LLC**

Contract No.: **23RFP041723K-JA Design-Build Services for Fulton County Behavioral Health Crisis Center**

Address: **5075 Avalon Ridge Parkway**
City, State **Norcross, GA 30071**

Telephone: **770-242-8588**

Email: askillen@hoganconstructiongroup.com

Contact: **Adam Killen**
Vice President

THIS AGREEMENT is effective as of the ^{6th} ____ day of ^{July} ____ 2023, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

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

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 Eleven million, three hundred seventy-seven thousand, nine hundred two dollars, and zero cents **(\$11,377,902)**, 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: 23RFP041723K-JA

Design-Build Services for Fulton County

Behavioral Health Crisis Center

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 247 (two hundred forty-seven) 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 \$1,000.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages].

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

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

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

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

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

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

This agreement was approved by the Fulton County Board of Commissioner on June 7, 2023, Item No. 23-0378

[SIGNATURES NEXT PAGE]

23RFP041723K-JA

Design-Build for Behavioral Health Crisis Center

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.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5E6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

HOGAN CONSTRUCTION GROUP, LLC.

DocuSigned by:

Paul Hogan

DC980892DE9E454...

Paul Hogan, President

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Dennal Stewart

B2C74604FA100...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph Davis

B20354A88008422...

Joseph Davis, Director
Department of Real Estate and Asset
Management

ATTEST:

DocuSigned by:

Abbie Tischer

A1E945B03AD5408...

Notary Public (Signature)

DS

(Affix Notary Seal)



Abbie Tischer

Notary Public (Name)

5/23/25

Commission Expires (Date)

Please choose RM or RCS from the options below.

X RM

X RCS

ITEM#: xxx

RCS: xxx

RECESS MEETING

ITEM#: 2023-0378

RM: 6/7/2023

REGULAR MEETING

END OF SECTION

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 (5) percent of the estimated value of the work performed. At the substantial completion of the work or as otherwise provided in the contract documents, if the County's authorized contract representative determines that the work is reasonably satisfactory, the County will pay the retainage to the contractor within thirty (30) days of being invoiced and after any other documentation required by the contract documents is provided. If there are any remaining incomplete items at that time, an amount equal to two hundred (200) percent of the value of each item shall be withheld until such items are completed. The retainage of each subcontractor may be released separately as the subcontractor completes his or her work, at the discretion of the owner and with the approval of the contractor. 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.

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Exhibit B

Special Conditions

EXHIBIT 6

**SPECIAL CONDITIONS FOR AMERICAN RESCUE PLAN ACT
(ARPA) PROJECTS**

The special conditions set forth in this section shall be incorporated in and deemed part of the Bid and the Contract, as indicated.

6.1 ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor agrees that any publication (written, visual or sound) but excluding press releases, newsletters and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following acknowledgement:

“Acknowledgement: This project is funded in whole or in part by funds made available through the AMERICAN RESCUE PLAN ACT (ARPA).”

Fulton County Government (“County”), as a recipient of AMERICAN RESCUE PLAN ACT (“Act”) funds, is legally obligated to meet accountability and reporting requirements under the Act. The County or the federal funding source may also identify additional requirements or other changes in requirements. Such requirements may be in statute, regulation, policy or procedure.

6.2 REPORTING

Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum [M-21-20](#) and Memorandum [M-20-21](#).

Fulton County Government is accountable to Treasury for oversight of their subrecipients in accordance with 2 CFR 200.332, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury’s final rule, applicable federal statutes, regulations, and reporting requirements. All sub-recipients and their partners, contractors and/or vendors are responsible for reporting pursuant to Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities for the AMERICAN RESCUE PLAN ACT of 2021. The County, as a prime recipient of ARPA funds, must comply with the Department of Treasury SLFRF extensive reporting requirements, including quarterly financial and programmatic reporting. The County will require quarterly reports from its sub-recipients in order to fulfill its obligation. The sub-recipient receiving ARPA funds may expect that a standard form(s) and/or reporting mechanism will be available to streamline the process. The sub-recipient agrees to provide the County all reports, documentation, or other information, as may be required to meet reporting obligations under the ARPA. The sub-recipient’s receipt of funds is contingent on meeting reporting requirements.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, sub-recipients receiving ARPA funds should be aware of the current requirements.

Sub-recipient Reports: Not later than fifteen days after the end of each calendar quarter (January 15, April 15, July 15, and October 15 throughout the contract period), each sub-recipient that received recovery funds from a Federal agency shall submit a report to the County via email that contains:

- Financial data
- Sub-recipient (and if applicable, vendor) FTEs: jobs created or retained reported as single number; jobs directly funded by ARPA.
- Project activity milestones (based on sub-recipient scope of work)

Reporting Year	Quarter	Cost Period Covered	Deadline to Fulton County
2023	2	April 1 – June 30	Saturday, July 15, 2023
2023	3	July 1 – September 30	Sunday, October 15, 2023
2023	4	October 1 – December 31	Monday, January 15, 2024
2024	1	January 1 – March 31	Monday, April 15, 2024
2024	2	April 1 – June 30	Monday, July 15, 2024
2024	3	July 1 – September 30	Tuesday, October 15, 2024
2024	4	October 1 – December 31	Wednesday, January 15, 2025
2025	1	January 1 – March 31	Tuesday, April 15, 2025

6.3 SITE VISITS

The County and the Federal agency’s authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems to provide technical assistance, if required. Grantee must provide, and must require its sub-awardee to provide, reasonable access to facilities, office space, resources, and safety and convenience of the government representatives in the performance of their duties.

All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

6.4 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

- A. United States Department of Treasury Guidance
- American Rescue Plan Act (ARPA) 2021 Final Rule
 - Compliance Supplement 2022 - [Coronavirus State and Local Fiscal Recovery Funds – Assistance Listing Number 21.027](#)

B. Audits:

[2 CFR Part 200 Subpart F - Audit Requirements - Auditees](#) (formerly Office of Management and Budget (OMB) Revised Circular A-133 “Audits of States, Local Governments, and Non-Profit Organizations.”)

Labor and Safety Standards:

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5

C. Laws against Discrimination which includes but are limited to:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

Age Discrimination Act of 1975, as amended (42 U.S.C.6101-07), which prohibits discrimination on the basis of age;

Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, **relating** to nondiscrimination on the basis of drug abuse;

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L.91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

§§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C.§§290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

The requirements of any other nondiscrimination statute(s) which may apply to the application.

D. Other:

Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;

Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;

Any other requirements required in the Assurance attached as Exhibit 7; and

Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Special Condition 1 – Buy American Preferences

The following provisions shall be incorporated in and deemed part of the RFP:

- (a) The Build America, Buy America Act (BABAA) requires all federal agencies, including FEMA, to ensure by May 14, 2022, that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”¹ The following terms apply:
1. **All iron and steel used in the project are produced in the United States.** This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States
 2. **Components.** As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
 3. **All manufactured products used in the project are produced in the United States.** This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulations.
 3. **All construction materials are manufactured in the United States.** This means that all manufacturing processes for the construction material occurred in the United States.
- (b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the CONTRACTOR, subcontractors, materialmen, and suppliers in the performance of this contract. The Federal agency involved may waive these requirements in the following instances:
1. That the domestic materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
 2. That the Federal agency has determined, that domestic preference would be inconsistent with the public interest; or
 3. That inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

¹ Build America, Buy America Act (BABAA) is section 70914 of Public Law No. 117-58, §§ 70901-52

Special Condition 2 – Civil Rights Act of 1964, Title VI (49 CFR Part 21)

The following provisions shall be incorporated in and deemed part of the Contract:

During the performance of this contract, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

1. **Compliance with Regulations.** The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 2. **Nondiscrimination.** The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 4. **Information and Reports.** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance.** In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
 6. **Incorporation of Provisions.** The CONTRACTOR shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
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Special Condition 3 – Lobbying and Influencing Federal Employees (49 CFR Part 20)

The following provisions shall be incorporated in and deemed part of the Contract:

- (1) No Federal appropriated funds shall be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

Special Condition 5 – Equal Employment Opportunity

The following provisions shall be incorporated in and deemed part of the Contract:

During the performance of this contract, the CONTRACTOR agrees to the provisions of Equal Employment Opportunity” clause [41 CFR 60-1.4\(b\)](#):

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 3. The CONTRACTOR will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided,*
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however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Special Condition 6 – Standard Federal Equal Employment Opportunity Construction Contract Specifications (41 CFR Part 60.4.3)

The following provisions shall be incorporated in and deemed part of both the RFP and the Contract:

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
 2. Whenever the CONTRACTOR, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTORS shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORS or subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of
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employment and training of minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction CONTRACTORS performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The CONTRACTOR is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement to refer either minorities or women shall excuse the CONTRACTOR's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
 6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the CONTRACTOR during the training period and the CONTRACTOR shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
 7. The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR's employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore along with whatever additional actions the CONTRACTOR may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or female sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.
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- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR's employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the CONTRACTOR's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the CONTRACTOR's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR's EEO policy with other CONTRACTORS and subcontractors with whom the CONTRACTOR does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the CONTRACTOR's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR's obligations under these specifications are being carried out.
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- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONTRACTORS and suppliers, including circulation of solicitations to minority and female CONTRACTOR associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the CONTRACTOR's EEO policies and affirmative action obligations.
8. CONTRACTORS are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a CONTRACTOR association, joint CONTRACTOR union, CONTRACTOR community, or other similar groups of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR's and failure of such a group to fulfill an obligation shall not be a defense for the CONTRACTOR's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally,) the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The CONTRACTOR shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
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14. The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTORS shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
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Special Condition 7 – Termination of Contract (49 CFR Part 18.36)

The following provisions shall be incorporated in and deemed part of the Contract:

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the CONTRACTOR's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any

Special Condition 8 – Contract Workhours and Safety Standards Act Requirements (29 CFR Part 5)

The following provisions shall be incorporated in and deemed part of the Contract:

1. Overtime Requirements.

No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

Addenda

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

ADDENDUM # 1 DATED 4/27/2023

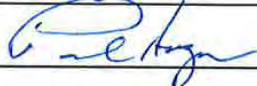
ADDENDUM # 2 DATED 5/8/2023

ADDENDUM # 3 DATED 5/10/2023

ADDENDUM # _____ DATED _____

PROPOSER: Hogan Construction Group, LLC

By: Paul Hogan

 [Name Typed or Printed]

[Name Signed]

Title: President

Business Address: 5075 Avalon Ridge Parkway, Norcross, GA 30071

Business Phone: 770-242-8588

Bidder's Contractor License No: GA License GCCO001442

[State/County]

License Expiration Date: 6/30/2024

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

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

Name

Address

Paul Hogan

5075 Avalon Ridge Parkway, Norcross, GA 30071

Bid Form

COMPENSATION

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$.11,377,902.00 The detailed costs are provided below:

COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: [Insert Proposer Name]

For: 23RFP041723K-JA Design-Build for Behavioral Health Crisis Center

Submitted on [Insert Date]

In response to the Request for Proposal, the undersigned, hereby proposes to furnish all design and construction services, labor, technical and professional services, materials, supplies, equipment, Design-Builder Fees, Architectural and Engineering Fees, and General Conditions Fees for the satisfactory completion of the Project.

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

- | | |
|---|---------------------|
| 1. Design-Builder's Fee | \$ <u>789,527</u> |
| 2. Architectural and Engineering Services Fee | \$ <u>719,290</u> |
| 3. General Conditions Fee | \$ <u>702,587</u> |
| 4. Construction Cost | \$ <u>9,166,498</u> |

\$ 11,377,902

(Dollar Amount In Numbers of lines 1 - 4)

Eleven million three hundred seventy-seven thousand nine hundred two dollars

(Dollar Amount In Words of lines 1 - 4)

For Changes in the Work beyond those contemplated by the Proposal Documents, we propose a Design-Builder's Fee of 10% percent (%) of the actual costs reimbursable to the Design-Builder, as defined by the Proposal Documents, and an Architectural and Engineering Services Fee of 10% percent (%) of the actual costs reimbursable to the Design-Builder, as defined by the Proposal Documents.

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

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

The undersigned further declares that it has examined and is fully familiar with all of the provisions of the Technical Documents and any addenda; that it has carefully checked all of the words and figures shown in its Cost Proposal; that it has carefully reviewed the accuracy of all statements in this Proposal and attachments; and that it has by careful examination of the Proposal Documents

Fulton County Behavioral Health Crisis Center
Atlanta, Georgia
May 19, 2023

Hogan

Clarification & Assumptions

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

General

1. The cost estimate prepared on May 19, 2023, is based on the Request for Proposal documents dated April 19, 2023, and Addendum 1 through 3 issued by Fulton County, Georgia.
2. Material and Soil Testing; Special Inspections; Geotechnical and Environmental Surveys; Existing Site Surveys; Soil Borings; County, City, or State Utility Fees, including Tap or Impact Fees are not included.
3. Our pricing is based on current market conditions and material pricing. Hogan Construction Group is not responsible for lead-time issues, material shortages or price escalation beyond its control.
4. A Payment and Performance Bond for Hogan Construction Group is included.
5. Builder's Risk Insurance and General Liability Insurance are included.
6. Building Permits are included.
7. Temporary and Permanent Utility consumption costs are not included for construction.
8. A temporary field office for Hogan Construction is included. No Owner, Architect, or Special Consultant trailers are included.
9. Disposal and/or removal of contaminated materials are not included. This includes, but is not limited to, asbestos removal, toxic saturated materials, contaminated materials, hazardous materials, etc.
10. The Furnishings, Fixtures, and Equipment for the Owner's loose furnishings are assumed to be in a separate budget carried by the Owner. We have not made any provisions for receiving, inventory or storage of such unless specifically indicated herein.
11. All Environmental Permits required from the Corp of Engineers, DNR, EPD, or other Governmental Agencies are not included.



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12. We have included working weekends and or multiple shifts as necessary meet the project schedule.

Sitework and Site Improvements

- 1) Surface dewatering during construction is included. Neither a temporary nor a permanent dewatering system is included.
- 2) It is assumed that all water meter fees, tap fees, and underground utility meters and vaults will be paid for directly by the Owner and are not included in our estimate. The cost of these items is assumed to be paid for directly by the Owner as a part of the required permit fees.
- 3) It is assumed that the Local Power Company will provide all service transformers and will bring electrical service to the transformer. And that the gas utility provider will pipe to the meter location indicated on the drawings. Our work starts after the meter, and transformer.
- 4) No rock excavation is included. See list of unit prices if rock or unsuitable soil is encountered.
- 5) Demolition and removal of unforeseen buried structures is not included.
- 6) It is assumed that excavated material is suitable for backfill.
- 7) Allowances have not been included for unsuitable soil removal and/or replacement, and rock removal.
- 8) Temporary construction fencing is included.
- 9) We have included an allowance of \$150,000 for landscape and irrigation.
- 10) We have included an allowance of \$5,000 for pavement markings at the new ADA requested on Sheet A011- Proposed Site Plan.
- 11) We have included an allowance of \$150.00 / LF for the Security Fence at the Outdoor Terrace areas.
- 12) We have included the following Site Demolition in our cost estimate.
 - a. Removal of sidewalks / hardscape.
 - b. Removal of existing storm sewer and yard inlets
 - c. Removal of existing wooden decking
 - d. Removal of existing light poles
- 13) Removal of Courtyard sculptures is not included. We have assumed this work to be done by the Owner.



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- 14) We have the Select Demolition as shown on Sheet A100 – Demolition Plan.
- 15) We have included an allowance of \$250,000 for the new Stormwater Management construction.
- 16) We have included an allowance of \$50,000 for erosion control.

Building Construction, Finishes, and Specialties

1. Termite Protection is included as soil treatment Termiticide. Wood Treatment, Bait Stations, Metal Mesh Barrier Systems, and Polymer Sheet Barrier Systems and Fittings are not included.
2. We include an allowance of \$225.00/LF for the exterior rails and site rails.
3. The wood trellis as shown on A104 – Roof Plan is included.
4. Reception Desk shown A301-Finish Plan is assumed to be existing and will remain in place.
5. Fluid Applied Air and Water barrier is included at the exterior sheathing in lieu of Tyvek Building wrap.
6. We have included Spray Foam insulation in the attic space of the building.
7. The roof of the new building is included as a 3-tab architectural shingle. The roof at the new Sallyport and new connector is included as TPO roofing.
8. All new wood doors are included as prefinished from the factory. There were no species notes in the specs. We have figured these to be plain sliced white maple with manufacturer standard colors.
9. All hollow metal frames are to be welded.
10. Overhead doors at Sallyport have been included as manually operated.
11. We have included a 4' high ceramic tile wainscot on the restroom wet wall only.
12. Wallcovering has been excluded.
13. We have included 10 metal lockers and 1 wooden bench at Room 28 – Lockers.

Fulton County Behavioral Health Crisis Center
Atlanta, Georgia
May 19, 2023

Hogan

14. We have included an allowance of \$5,000 for Code Compliant signage only. All other room identification signage and building signage has been excluded.

15. The following items are not included in the cost estimate.

- a. Site Furnishings
- b. FF & E
- c. Residential Appliances
- d. Food Service Equipment
- e. Commercial Laundry Equipment
- f. Laboratory Equipment and Casework
- g. Marker Boards and Tack Boards
- h. TV Mounts
- i. Projection Screens and Projectors
- j. Any labor to handle, unload, protect, and/or install any of the above listed items.

Mechanical
HVAC

1. All HVAC systems for the new addition and renovation area have been included per the Mechanical Narrative.

Plumbing

1. All Plumbing systems for the new addition and renovation area have been included per the Mechanical Narrative.

Fire Protection

1. All Fire Protection systems for the new addition and renovation area have been included per the Mechanical Narrative.

Electrical

- 1) All Electrical systems work the new addition and renovation area have been included per the Electrical Narrative.
- 2) We have included conduit and boxes for all low voltage systems.
- 3) We have included a Fire Alarm System.



Fulton County Behavioral Health Crisis Center
Atlanta, Georgia
May 19, 2023

Hogan

-
- 4) We have included the following allowances.
- a. Security Systems - \$45,000
 - b. Card Access - \$25,000
 - c. CCTV System - \$45,000
 - d. AV System - \$60,000
- 5) The following items are not included in the cost estimate.
- a. Lightning Protection System
 - b. Nurse Call System
 - c. CATV System
 - d. Public Address System
 - e. Emergency Responders Radio Communications System

Alternates

- 1) To provide a total Wood Framed Building in lieu of the Load Bearing Metal Framing System with Prefabricated Metal Trusses' – **Deduct \$245,000.**



Bonds

(Bid, Payment, and Performance)

BID BOND**STATE OF GEORGIA
COUNTY OF FULTON**

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

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

hereinafter called the PRINCIPAL, and _____

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

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of Massachusetts and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of Five Percent of the Total Amount Bid

_____ Dollars and Cents (\$5% total amount bid)

_____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for INSERT PROJECT # AND PROJECT TITLE, a Bid: RFP #23RPF041723K-JA:

Design/Build Services for the Fulton County Behavioral Health Crisis Center
WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

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

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

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

_____ Dollars

(\$ 5% total amount bid _____) being in the amount of five percent (5%) of the Contract Sum. The money payable on this bond shall be paid to the COUNTY, for the failure of

Page 72 of 84

the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 19th day of May, 2023

ATTEST:

Hogan Construction Group, LLC

PRINCIPAL

Abbie Hart Tischer
NOTARY PUBLIC

Forsyth County, GEORGIA

(SEAL) My Commission Expires 05/23/2025

BY Paul Hogan
Paul Hogan, President

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

T. Alan Walls
SECRETARY CFO

Abbie Hart Tischer
NOTARY PUBLIC
Forsyth County, GEORGIA
My Commission Expires 05/23/2025

(CORPORATE SEAL)

Liberty Mutual Insurance Company

SURETY

(SEAL)

BY Jaclyn Thomas
Jaclyn Thomas, Attorney-in-Fact



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

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

Certificate No: **8207604-985316**

POWER OF ATTORNEY

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

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

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



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

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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

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

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of May, 2023.



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

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

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

PAYMENT BOND

INSTRUCTIONS

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

PAYMENT BOND

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

"Project:" means [Insert Project Number and Project Name]

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

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

"Surety:" (Name and Business Address)

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

"Contract:" Agreement between Principal and Owner, dated _____ day of
_____, 20____, regarding performance of Work relative to the
Project.

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

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

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

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

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1 and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

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

PRINCIPAL:_____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY:_____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

Secretary/Assistant Secretary (Seal)

PERFORMANCE BOND

INSTRUCTIONS

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

PERFORMANCE BOND

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

"Project:" means [Insert Project Number and Project Name]

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

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

"Surety:" (Name and Business Address)

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

"Contract:" Agreement between Principal and Owner, dated _____ day of _____, 20____, regarding performance of Work relative to the Project.

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

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

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the

original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

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

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

Scope of Work and Technical Specifications

PROJECT REQUIREMENTS/SCOPE OF WORK

The Total Program Area for the full build-out is approximately 23,309 for the new facility and connected areas as seen in exhibit that includes the renovation of the Administration and related Drop off area. Preliminary site information, to be verified, indicates:

- Domestic Water - The site is served via a 4" domestic meter. It is reasonable to assume additional service connection to the public main is required.
- Sanitary Sewer - Is readily available. The new wing will likely connect to an existing sewer that runs along the north side of the access drive near the gymnasium.
- Stormwater - The addition of the wing will require relocating the existing drainage system in the courtyard area. New stormwater management will be required. The grassed lawn area north of the existing drive and south of the gymnasium is the likely location.

Refer to the following exhibits for project details:

- Exhibit 1. Existing location and site plan
- Exhibit 2. Proposed floor plan, site plan, and elevation
- Exhibit 3. Proposed location of storm water management
- Exhibit 4- 6 Area of construction and elevation #1 & #2

SERVICES

- **Design Services** – Set of Construction Documents for all divisions except Civil which will be provided by the Sizemore Group. That will be part of package provided to the Sizemore Group and Fulton County Teams.
- **Construction Services** – Oversight of all construction activities including the site development package.
- **Post Construction Services** – Provide all activities and deliverables associated with Close-out.

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

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

2. The Design-Builder (DB) will be required to assume an active role in the control of time and cost of the project. The DB shall develop a Project critical path method (CPM) schedule reflecting all Sequences of the project including design, permitting, procurement/pricing, construction, and project closeout to the satisfaction of the County. The County requires a project schedule that achieves substantial completion with a TCO in 217 calendar days. The schedule shall reflect agreed upon milestones for evaluation of progress and show

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

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

DESIGN-BUILDER'S - DESIGN RESPONSIBILITIES

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

DESIGN-BUILDER'S - CONSTRUCTION RESPONSIBILITIES

1. Construction for the project will commence with the issuance of a Notice-to-Proceed in writing by Fulton County's Representative and will terminate when the final payment is made by the County's Representative and the final release of liens are provided. Substantial Completion will occur when the project is ready for its intended use in accordance with the approved plans and specifications AND the local authority having jurisdiction over the project authorizes and issues a Temporary Certificate of Occupancy.
2. Scope of Services during the Construction Phase includes, but is not limited to:

- Construction, including sequencing of work with existing occupancy and operations.
- Construction management and administration. This shall be in coordination with Owner's Construction representative, the Sizemore Group and the County's Project Management Team, who will oversee the design intent and performance are maintained throughout. They will also review progress of construction, pay application, any major requests for substitutions, time extensions or changes to the scope.
- Provide Construction Update Reports as requested for Fulton County Monthly Board of Commission Meetings.
- Provide Quality Control Inspections by the DB with monthly reports issued to Fulton County's Representative by the DB's design professionals during construction.
- Provide Project/Field engineering.
- Provide Construction supervision.
- Host meetings with Fulton County's Staff; record and distribute minutes. It is the desire of Fulton County to have bi-weekly meetings.
- DB will coordinate with the Fulton County Representative to ensure required staff and others are scheduled.
- Schedule updates at least monthly.
- Coordinate/schedule Material Testing / Special Inspections as required by the specifications and direct provided by Fulton County Material Testing/Special Inspections firm.
- Obtain and pay for all required inspections and permits (if necessary).
- Minimize disruption to Fulton County operations by developing and implementing a Construction Sequencing that works around these operations with little or no interference.
- Pay for all goods and services and provide releases to Fulton County's Representative as required during execution of work.
- Provide information to assist Fulton County's Representative with Completion Reports

DESIGN-BUILDER'S - POST CONSTRUCTION RESPONSIBILITIES

1. Items on the punch list must be completed and Final Completion must be achieved within thirty (30) days of Substantial Completion or as provided for on the approved Project Schedule. Also, within one (1) month of substantial completion, the DB shall provide the information electronically and three (3) hard copies of the final report. This report is to include:
 - Copies of all meeting minutes
 - Copies of all permits
 - Correspondence with regulatory agencies, if any
 - Warranties and guarantees
 - Electronic Operation and maintenance Manuals on contained on (2) each external hard drives
 - Statement certifying Project Completion
 - Final Summary of all costs
 - Complete all requirements of the RFP
 - Warranty Inspections
 - Conduct Warranty Review/Facility Inspection one month prior to the end of the general warranty period with Fulton County and facility staff to identify and resolve outstanding warranty issues prior to the end of the warranty period.

CONSTRUCTION OPERATIONS

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

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

:

Exhibit G

Drawings and Exhibits

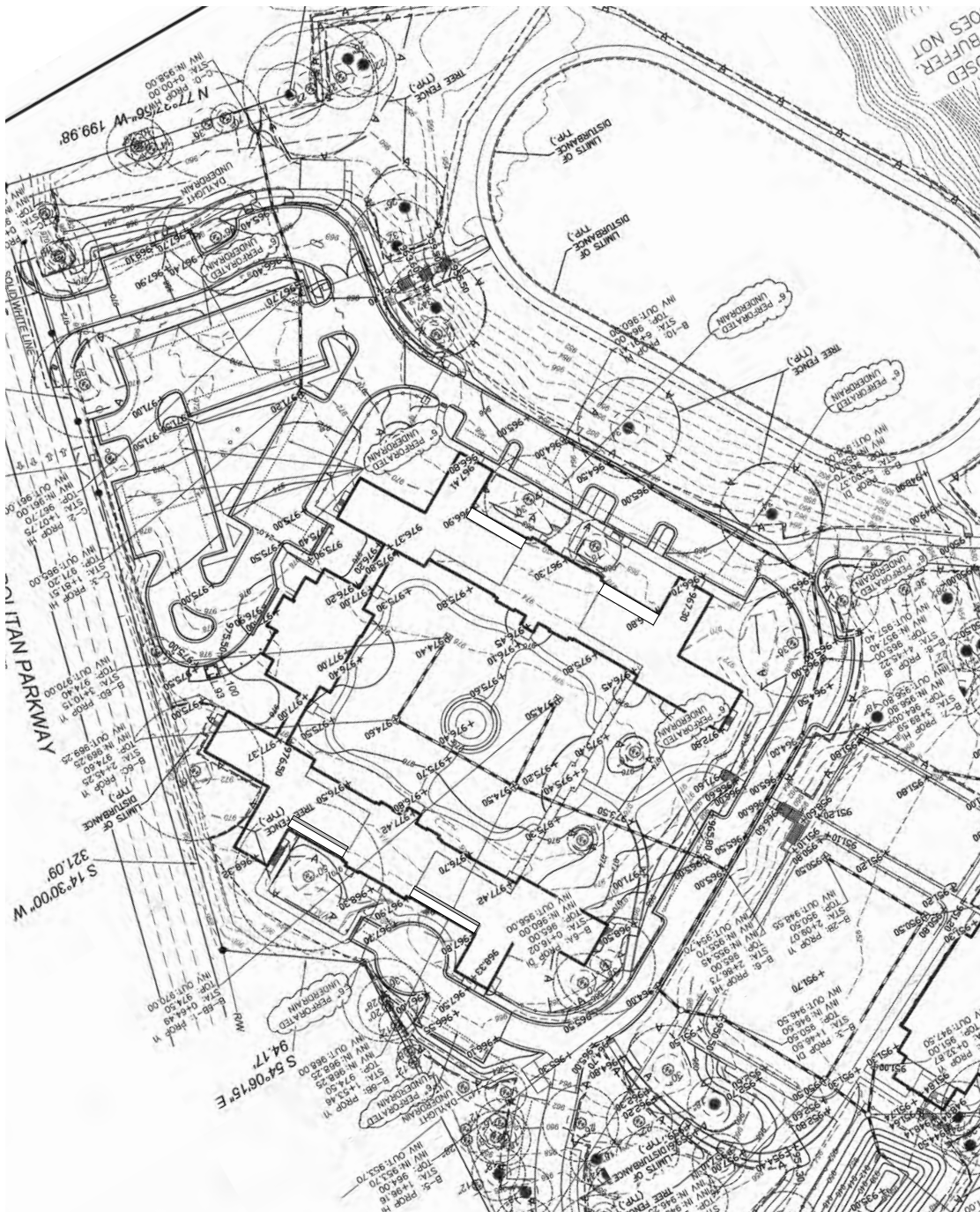


EXHIBIT 1- EXISTING LOCATION AND SITE PLAN

[illegible]

size matters group
 401 MARSHALL STREET, SUITE 2
 ATLANTA, GEORGIA 30312
 TEL: 404.605.0800
 WWW.SIZEMATTERSGROUP.COM
 © 2010 SIZE MATTERS GROUP

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. NO PART OF THIS DOCUMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM, ELECTRONICALLY OR MECHANICALLY, FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE ARCHITECT.

PROJECT #	22260FCBHHT
DATE:	03/27/2023
DRAWN BY:	Author
CHECKED BY:	Checker

A101

SCALE 1" = 10'-0"



FULTON BEHAVIORAL HEALTH

[illegible]

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. NO PART OF THIS DOCUMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM, ELECTRONICALLY OR MECHANICALLY, FOR ANY PURPOSE, WITHOUT THE EXPRESS WRITTEN

EXTERIOR
ELEVATION

PROJECT #	22260FCBHHT
DATE:	03/27/2023
DRAWN BY:	Author
CHECKED BY:	Checker

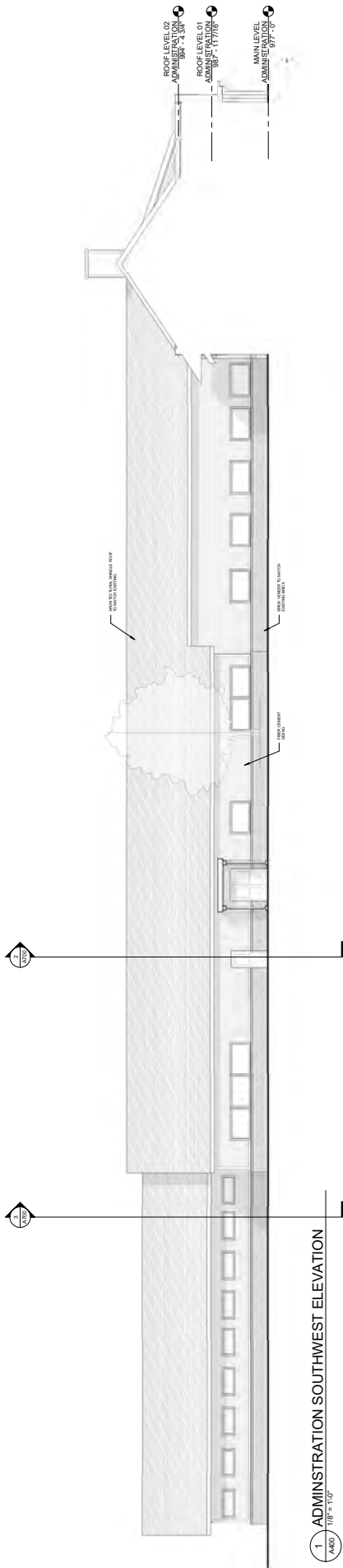
A400

 $1/8^{\circ} = 1^{\circ}-0^{\circ}$

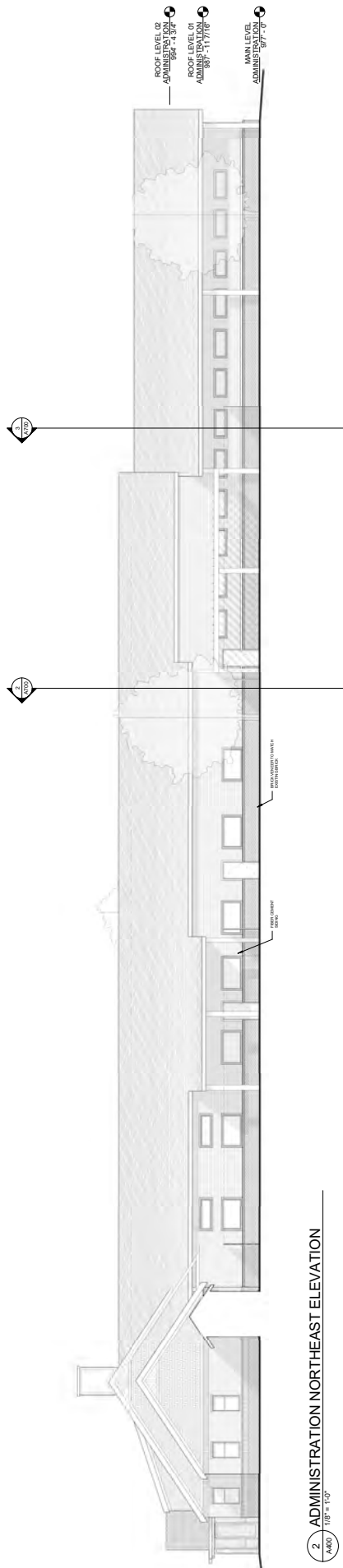
4/18/2023 9:14:52 PM

Conceptual Plans

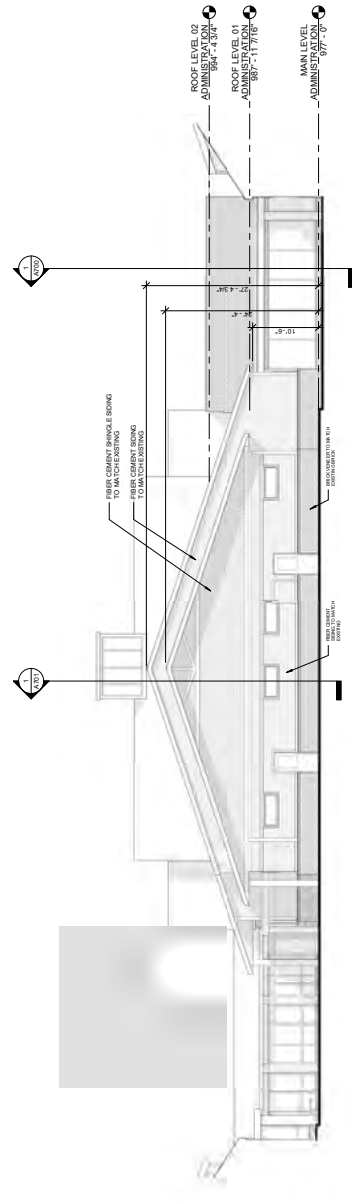
C:\Users\rlc\ar\ltd\Document\sl22240_R19_B144_carlod4VYJT.rvt



1 ADMINISTRATION SOUTHWEST ELEVATION



2 ADMINISTRATION NORTHEAST ELEVATION
A400 1/8" = 1'-0"



3 NORTHWEST ELEVATION (COURTYARD)
A400 1/8" = 1'-0"

2805 Metropolitan Parkwa Atlanta, Georgia 30315

FULTON BEHAVIORAL HEALTH

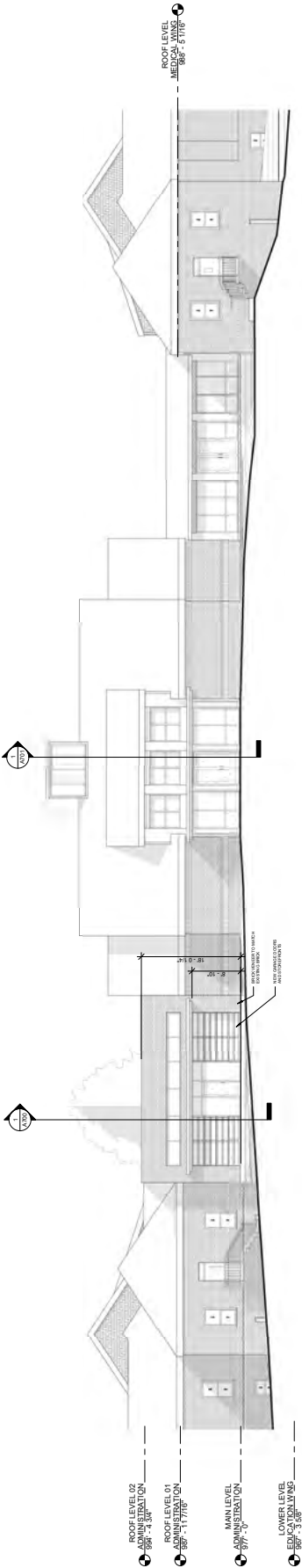


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EXTERIOR ELEVATIONS

PROJECT # 2268FCBHHT
DATE 03/27/2023
DRAWN BY IDV
CHECKED BY SMG

A401
SCALE 1/8" = 1'-0"



1 SOUTH-EAST ELEVATION (MAIN ENTRANCE)
A401 1/8" = 1'-0"

Purchasing Forms

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Thompson, Ventulett, Stainback & Associates, Inc., Architects 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.

563644

EEV/Basic Pilot Program* User Identification Number

Ashley A. Nichols

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Senior Director of Human Resources

Title of Authorized Officer or Agent of Subcontractor

Ashley A. Nichols

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 16th day of May, 2023

DocuSigned by:

[Signature]
A1DD80A95E104DF
(Notary Public)



(Seal)

Commission Expires: August 22, 2026
(Date)

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

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

STATE OF GEORGIA
COUNTY OF FULTON



FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

17152

EEV/Basic Pilot Program* User Identification Number

Jorge J. Gomez, PE
BY: Authorized Officer of Agent
(Insert Subcontractor Name) J & A Engineering, LLC

Principal/Managing Member

Title of Authorized Officer or Agent of Subcontractor

Jorge Gomez

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 16th day of May, 2023

Peggy Jo Haines
(Notary Public) (Seal)

Commission Expires: 9/15/2025
(Date)



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

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

COUNTY OF FULTON



FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

209091

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(PES Structural Engineers, Inc.)

Principal | Secretary

Title of Authorized Officer or Agent of Subcontractor

Travis R. Paul, P.E., S.E.

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 17th day of May, 20 23

Mary Jo Butcher
(Notary Public)

Commission Expires: June 01, 2025

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

8. DISCLOSURE FORM AND QUESTIONNAIRE



It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm's business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 9, Proposal Forms, Form D.



Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

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

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

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

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

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

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

Hogan Construction Group, its employees, agent, or representative are not directly involved with the Behavioral Health Crisis Center.

Relationship with Fulton County

(i) Hogan Construction Group is currently working on another project with Fulton County: Renovation of the Peachtree Library. From 2017 to 2019, Hogan Construction Group was working with Fulton County Library System for the renovation of 7 libraries.

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

(iii) Hogan will received payment from Fulton County library system for the renovation project of the Peachtree Street Library, currently under contract, and in the design phase.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One:

YES

☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 15 day of May, 2023


Hogan Construction Group, LLC 5/15/2023
(Legal Name of Proponent) (Date)

 5/15/2023
(Signature of Authorized Representative) (Date)

President
(Title)

Sworn to and subscribed before me,

This 15 day of May, 2023


(Notary Public) (Seal)

Commission Expires 5-23-25
(Date)

Abbie Hart Tischer
NOTARY PUBLIC
Forsyth County, GEORGIA
My Commission Expires 05/23/2025


Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

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

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

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

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

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

**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

23RFP041723K-JA
Design-Build Services for the Fulton County
Behavioral Health Crisis Center
Page 7



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

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

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

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

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

[SIGNATURES ON NEXT PAGE]



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

On this 17th day of May, 2023

The Collaborative Firm, LLC 5/27/23
(Legal Name of Proponent) (Date)

[Signature] 5/17/23
(Signature of Authorized Representative) (Date)

Business Services Director
(Title)

Sworn to and subscribed before me,

This 17th day of MAY, 2023

[Signature]
(Notary Public)

(Seal)



Commission Expires Sept. 1, 2026
(Date)

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Janet Simpson, President/Director
Kevin Gordon, Vice President/Director
Amye Halinski, Treasurer
Donna Childs, Secretary
Carrie Morling, Asst. Secretary

Business Address for all:
1230 Peachtree Street NE, Ste. 2700
Atlanta, GA 30309

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.

TVS was founded over 50 years ago in Georgia and has continued business since that time.

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

None.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: ☒ YES NO

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

Circle One:

YES

☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

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

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

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

[SIGNATURES ON NEXT PAGE]

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?

Thompson, Ventulett, Stainback & Associates, Inc., Architects (TVS) has had no claim or litigation adverse to Fulton County during the past three (3) years.

TVS is dedicated to its project quality programs, risk management practices and its provision of professional services to serve our clients. Throughout the history of the firm, the instances of claims, disputes and litigation have consistently remained low. For this reason, TVS is afforded one of the most competitive rates by our professional liability insurance carriers.

During the past three years, any dispute, claim and/or litigation that involved TVS, or an affiliated company of TVS as a third-party defendant, such as "trip and falls" incidents, were either dismissed by jurisdiction and/or resolved by mutual consent/settlement of the parties. Below are two active/open matters with affiliated companies:

- Convention Center – New York City: This matter involves two separate complaints related to "trip and fall" incidents as filed by two subcontractor workers – who were working on an active jobsite under the control of the Contractor/Design Builder. Local counsel has answered the complaint and demanded for dismissal. The Project is now complete and was successfully opened for use on schedule.*
- Retail Mall – McLean, Virginia: This matter relates to the conversion of a vacated "big box" anchor tenant into smaller, multiple retail tenants and the extension of the mall's common areas. The dispute involves the extent of changes as related to the exterior façade and alarm systems. Discussions are in process to reach resolution/settlement through mediation. The Project is now complete and was successfully opened for business on schedule.*

DocuSign Envelope ID: 54AA92C6-8E35-44D1-B4D6-A6544A1D5660

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 17th day of May, 2023

Janet Simpson 5/17/2023
(Legal Name of Proponent) (Date)

DocuSigned by:
Janet Simpson 5/17/2023
D3ED206523464E4 (Authorized Representative) (Date)

President
(Title)

Sworn to and subscribed before me,

This 17th day of May, 2023

DocuSigned by:
[Signature]
A1DD90A95E104DF (lic)

DS
[Seal]
(Seal)

Commission Expires August 22, 2026 5/17/2023
(Date)

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Jorge Gomez, PE - Managing Member (Sole Owner)
 J & A Engineering, LLC
 4994 Lower Roswell Road, Suite #1
 Marietta, GA 30068

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.

J & A Engineering, LLC Registered as a business
 Since 2003 ~ 20 years

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

N/A

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

23RFP041723K-JA
Design-Build Services for the Fulton County

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

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

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

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

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

[SIGNATURES ON NEXT PAGE]



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

On this 16th day of May, 2023

Jorge Gomez, PE 05/16/2023
(Legal Name of Proponent) (Date)

[Signature] 05/16/2023
(Signature of Authorized Representative) (Date)

Managing Member
(Title)

Sworn to and subscribed before me,

This 16 day of May, 2023

Peggy Jo Haines
(Notary Public) (Seal)

Commission Expires 9/15/2025
(Date)



Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Owners of PES Structural Engineers, Inc. (PES) include:	
Michael Planer, P.E., S.E., Principal President	Travis Paul, P.E., S.E., Principal Secretary
Stefan Keuller, P.E., S.E., LEED AP, Principal	David Aucoin, P.E., S.E., Principal
Chad Forster, P.E., S.E., Principal	Erik Swerdlow, P.E., S.E., Principal
Chad Boyea, P.E., S.E., Principal	
The above individuals are in the Atlanta (Headquarters) office located at 1852 Century Place, NE, Suite 201, Atlanta, GA 30345. David Aucoin, P.E., S.E., listed above, is in our Hartford office located at 75 Columbus Boulevard (Entrance off Arch Street), Hartford, CT 06103.	

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.

PES Structural Engineers, Inc. (PES) is one of the largest solely structural engineering firms east of the Mississippi River.

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

Not applicable.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One:

YES

☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 17th day of May, 2023

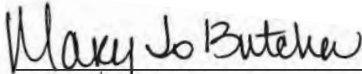
Travis R. Paul, P.E., S.E. 05/17/2023
(Legal Name of Proponent) (Date)

 05/17/2023
(Signature of Authorized Representative) (Date)

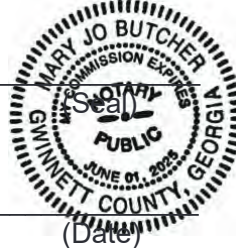
Principal | Secretary
(Title)

Sworn to and subscribed before me,

This 17th day of May, 2023


(Notary Public)

Commission Expires June 1, 2025



(Date)

ADDITIONAL PROPOSAL FORMS



9.1 PROPOSAL FORMS & DESCRIPTION

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. As appropriate, Proposers shall reproduce each Proposal Form and complete the appropriate portions of the forms provided in this section:

FORM A: Georgia Security and Immigration Contractor Affidavit and Agreement (provided in the first pages of the proposal)

Proposer shall complete and submit Form A, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

FORM B: Georgia Security and Immigration Subcontractor Affidavit (provided in the first pages of the proposal)

Proposer shall ensure that any and all subcontractor(s), that will be utilized for this project shall complete and submit Form B, Subcontractor Affidavit.

FORM C: Disclosure Form and Questionnaire (provided in Section 8)

The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit Form C, which requests disclosure of business and litigation.

FORM D: Professional License

Proposer and any subcontractor(s) performing work required by state law to be licensed shall complete and submit Form D and attach a copy of their license for the work they will perform on this project.

FORM E: Local Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit Form E, which certifies that the Proposer is eligible to receive local preference points. **NOT APPLICABLE PER ADDENDUM 3**

FORM F: Service Disabled Veteran Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit Form F, which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise ("SVDBE") by the County's Office of Contract Compliance. **NOT APPLICABLE PER ADDENDUM 3**

4. Purchasing Forms
5. Contract Compliance Forms
6. Proof of Insurance
7. Acknowledgment of each Addendum
8. Bid Form or Cost Proposal Form



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

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

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

Professional License Type:

GA General Contractors License

Professional License Number:

GCCO001442

Expiration Date of License:

6/30/2024

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

Signed:



Date:

5/15/2023

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 State Licensing Board for Residential and General Contractors
 LICENSE NO. GCCO001442
 Hogan Construction Group, LLC.
 5075 Avalon Ridge Parkway
 Norcross GA 30071

Qualifying Agent: Paul Hartley Hogan
 Qualifying Agent License NO: GCQA000861
General Contractor Company

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 06/19/2008

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

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

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

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

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

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



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 Georgia State Licensing Board for Residential and General Contractors
 License No. GCCO001442
 Hogan Construction Group, LLC.
 5075 Avalon Ridge Parkway
 Norcross GA 30071

Qualifying Agent: Paul Hartley Hogan
 Qualifying Agent License NO: GCQA000861
General Contractor Company

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 06/19/2008

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Thompson, Ventulett, Stainback & Associates, Inc., Architects
William L Edmisten, Jr., AIA

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

Professional License Type: Architect

Professional License Number: RA 013506

Expiration Date of License: Will maintain current through the project duration.

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

Signed: William L Edmisten Jr.

Date: 05/17/2023



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Thompson, Ventulett, Stainback & Associates, Inc., Architects
David Nilsson

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

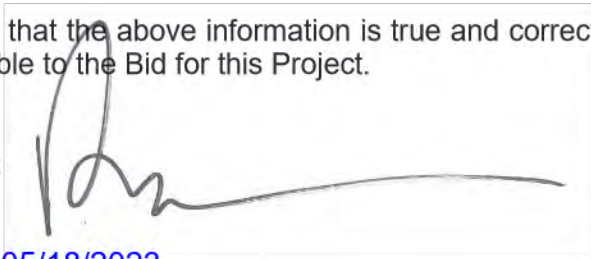
Professional License Type: Architect

Professional License Number: GA 12262

Expiration Date of License: 06/30/2023

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: 05/18/2023

(ATTACH COPY OF LICENSE)

5/18/23, 10:22 AM

Details



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: David C Nilsson

Address:

Decatur GA 30030

Primary Source License Information

Lic #: RA012262	Profession: Architect / Interior Designer	Type: Registered Architect
Secondary:	Method: Examination	Status: Active
Issued: 6/4/2008	Expires: 6/30/2023	Last Renewal Date: 6/29/2021

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 18, 2023 10:22:28

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: **J & A Engineering, LLC**

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

Professional License Type: **Engineers / Land Surveyors**

Professional License Number: **J & A Engineering, LLC (Firm) #: PEF004343**
Jorge E Gomez (Professional Engineer) #PE024242

Expiration Date of License: **J & A Engineering, LLC (Firm) expires: 6/30/2024**
Jorge E Gomez (Professional Engineer) expires: 12/31/2023

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

Signed: The signature is handwritten in blue ink and reads 'Jorge E. Gomez, PE'.

Date: **5/16/2023**

(ATTACH COPY OF LICENSE)

6/23/22, 3:59 PM

Details



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: J & A Engineering, LLC	Owner:
Address: 4994 Lower Roswell Rd Suite 1 Marietta GA 30068	

Primary Source License Information

Lic #: PEF004343	Profession: Engineers / Land Surveyors	Type: Engineer Firm
Secondary:	Method: Application	Status: Active
Issued: 1/16/2004	Expires: 6/30/2024	Last Renewal Date: 5/10/2022

Associated Licenses

Relationship: Employment	
Licensee: Gomez, Jorge E	License Type: Professional Engineer
License #: PE024242	License Status: Active
Established: 1/16/2004	Association Date:
Type: Prerequisite User	Expiry:

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: June 23, 2022 15:59:33

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Jorge E Gomez

Address:

Marietta GA 30068

Primary Source License Information

Lic #: PE024242	Profession: Engineers / Land Surveyors	Type: Professional Engineer
Secondary:	Method: Examination	Status: Active
Issued: 2/5/1998	Expires: 12/31/2023	Last Renewal Date: 11/17/2022

Associated Licenses

Relationship: Employment

Licensee: J & A Engineering, LLC

License Type: Engineer Firm

License #: PEF004343

License Status: Active

Established: 1/16/2004

Association Date:

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: January 6, 2023 19:16:12

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: PES Structural Engineers, Inc.

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

Professional License Type: Engineer Firm

Professional License Number: PEF000799

Expiration Date of License: 06/30/2024

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

Signed: 

Date: 05/17/2023





STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors

LICENSE NO. PE034618

Chad Andrew Forster

1852 Century Place NE #201
Atlanta GA 30345

Professional Engineer

EXP DATE - 12/31/2023 Status: Active

Issue Date: 12/17/2009



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors

LICENSE NO. SE000165

Chad Andrew Forster

1852 Century Place NE Suite 201
Atlanta GA 30345

Structural Engineer

EXP DATE - 12/31/2023 Status: Active

Issue Date: 01/17/2021

**STATE OF GEORGIA
COUNTY OF FULTON****FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

STATE OF GEORGIA
COUNTY OF FULTON**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

B2Gnow

**Department of Purchasing & Contract Compliance**

Mario Avery, MBA, MCA
Contract Compliance Administrator

Suite 1168
130 Peachtree Street, S.W.
Atlanta, GA 30303
www.fultoncountyga.gov



Main: (404) 612-6300

May 10, 2023

Mr. Michael Hightower
The Collaborative Firm
1514 EAST CLEVELAND AVE., STE. 82
EAST POINT, GA 30344-6967

Dear Mr. Hightower:

Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("M/FBE") certification. Based on our evaluation of the information submitted, your firm has met the requirements for certification.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as an M/FBE three (3) months prior to the certification expiration date May 10, 2025.

Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in location, management, ownership or control of your firm, you are required to update your firm's profile online. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise Directory.

If you have any questions or require further assistance, please feel free to contact 404-612-6300.

Your firm is certified under the following commodity code description(s): Architects, Construction Management, Engineers, Urban.

Sincerely,



B2Gnow

Mario Avery
Contract Compliance Administrator

Office of Contract Compliance Forms

SECTION 10 - CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

TITLE VI NON- DISCRIMINATION POLICY

The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency at no additional cost.

UTILIZATION PLAN

A Utilization Plan must be submitted if your firm fails to meet the work category availability listed for this project category.

The Utilization Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor. The bidder/proposer **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with the bid/proposal submittal.

DETERMINATION OF GOOD FAITH/UTILIZATION EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** demonstrate that they have made all efforts reasonably possible to ensure that certified firms have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate good faith efforts in the utilization of sub-consultants/subcontractors.

Documentation of efforts made by the Prime Contractor with regard to this the project should be documented using Exhibit C, Subcontractor Contact Form.

Primes contractors must provide documentation of efforts to include, but not limited to:

1. A list all firms contacted during the solicitation phase but are not included as a subcontractor or supplier participant.

2. Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize certified firms shall include:
 - Pre-bid/proposal conferences, Meet and Greet the Prime, Pre-qualification meetings
 - Other efforts to solicit participation.
3. A list of publications where the advertisement was placed as well as a copy of the advertisement that must include at a minimum:
 - Project scope of work,
 - Project location
 - Location(s) of where plans and specifications may be viewed or obtained and
 - Subcontracting/trade opportunities

PROMPT PAYMENT

The prime contractor must certify in writing and must document that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state regulation.

REQUIRED FORMS

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** complete and upload Exhibits A through C and the Utilization Plan, if applicable, as described in Section 3.2, Format & Proposal Submission Instructions.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B1 – Schedule of Intended Subcontractor Utilization
- Exhibit B2 – Subcontractors & Suppliers Form
- Exhibit C – Subcontractor Contact Form
- Utilization Plan (If applicable)

NON-DISCRIMINATION IN PURCHASING & CONTRACTING PROJECT REQUIREMENTS

PROJECT NO: Design Build Services for the Fulton County Behavior Health Crisis Center

PROJECT SPECIFIC REQUIREMENT: Joint Venture (JV) Project

Prime Contractor:

The County has designated this project as eligible to require a Joint Venture relationship at the Prime Contractor level based on the scope of work, market availability and the project is valued over \$5,000,000.00 (Five Million Dollars). **OCC has made the determination that this project is eligible and requires a Joint Venture.**

On projects in which utilization efforts to enter into a joint venture relationship is required, no bid shall be accepted unless submitted by a joint venture, unless the Office of Contract Compliance has determined that utilization efforts to enter into a joint venture have been demonstrated based on a review of the relevant facts, documents and circumstances.

On such eligible projects, the County strongly encourages inclusion, if the joint venture relationship is inclusive of an MBE or FBE firm, the MFBE members of the joint venture must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the MFBE certificate of each MFBE joint venture member.

A joint venture agreement must be completed by all parties to the Joint Venture and executed before a notary public, which clearly delineates the rights and responsibilities of each member or partner, complies with any requirements of the Office of Contract Compliance as set forth in the bid documents and provides that the Joint Venture shall continue for, at a minimum, the duration of the project.

The Joint Venture agreement shall at minimum include the following information:

- Name of the Joint Venture;
- Contact information of designated JV primary contact for this project;
- The initial capital investment of each Joint Venture partner;
- The proportional allocation of profits and losses to each Joint Venture partner;
- The sharing of the right to control the ownership and management of the Joint Venture;
- Actual participation of the Joint Venture partners on the project;
- The method of and responsibility for accounting;
- The method by which disputes are resolved; and
- Any additional of further information required by the Office of Contract Compliance as set forth in bid documents or otherwise.

(FC Code §102-441)

Subcontractor:

For subcontracting, this project shall include the use of subcontractors and suppliers that requires a certain number or percentage of subcontracting opportunities. For this project, the firm designated as the "Prime Contractor" cannot self-perform 100% of those tasks available for subcontracting.

The work category for the above-referenced solicitation is:

WORK CATEGORY: Construction

Based on the above-referenced work category, the availability of MBE and FBE firms available for subcontracting participation/opportunities is:

WORK CATEGORY AVAILABILITY:

34.71% MBE and 11.45% FBE

Any firm designated as certified by the County that is engaged by the successful Prime Contractor who performs a commercially useful function in the execution of the project will be eligible for participation credit using the following certified designations:

MBE – Minority Business Enterprise

FBE – Female Business Enterprise

SBE – Small Business Enterprise

DBE – Disadvantage Business Enterprise

SDVBE – Veteran Owned Business Enterprise

NON-DISCRIMINATION IN PURCHASING & CONTRACTING PROGRAM REMINDERS

1. Certification: It is the Prime Contractor's responsibility to verify that MBEs and FBEs included in their bid/proposal are certified. The County accepts certifications from the Georgia Minority Supplier Development Council (GMSDC); Women Business Enterprise National Council (WBENC), Small Business Administration (SBA); VETBIZ; Department of Transportation (GDOT) and; the City of Atlanta, Office of Contract Compliance.
2. Reporting: The successful bidder/proposer must submit a monthly subcontractor utilization report of all payments using the automated B2GNOW Payment Software Program. This requirement will be discussed with the awardee at the Kick-Off/Pre-Construction meeting.
3. Exhibit B1 – Schedule of Intended Subcontractor Utilization: It is required that the bidder/proposer designated as the "Prime Contractor" list and submit information on all subcontractors **(including majority firms)** they solicited for quotes and plan to utilize for the project. Failure to submit this form may result in your bid/proposal being declared non-responsive.
4. Directories of Certified Firms: To access Directories of certified firms of Fulton County or the entities from whom Fulton County accepts certifications, see web links below:

Fulton County Government

<https://fultoncountyga.diversitycompliance.com> Click "Search Registered Directory" for Certified Vendors

City of Atlanta Government

<https://atlantaga.gob2g.com/>

Scroll down and Click "Portal" to search for Certified Vendors

VETBIZ

<https://www.vip.vetbiz.ga.gov/>

Scroll down to bottom. You will see "Search Business" to search for Service-Disabled Veteran Business Enterprise Certified Vendors.

GDOT

<http://www.dot.ga.gov/>

Click drop down arrow on "Doing Business" then click "DBE Program". Scroll down, click on "Directories" drop down arrow then click on "UPC Directories" to search for Certified Vendors.

GMSDC – Georgia Minority Supplier Development Council

<https://gmsdc.org/>

WBENC – Women's Business Enterprise National Council

<https://www.wbenc.org/certification>

SBA – Small Business Administration

https://web.sba.gov/pro-net/search/dsp_dsbs.cfm

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Paul Hogan),
Name

President

Title

Hogan Construction Group

Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) It is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) The promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) The promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) The failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) The bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Paul Hogan

TITLE: President

SIGNATURE: 

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit the form that lists all subcontractors/suppliers who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Hogan Construction Group, LLC

ITB/RFP Name & Number: DESIGN/BUILD SERVICES FOR THE FULTON COUNTY
BEHAVIORAL HEALTH CRISIS CENTER - 23RFP041723K-1A

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

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

\$ tbd Or tbd %

2. This information below must be completed and submitted with the bid/proposal when a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement as outlined on page 3 Section 6.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.) <u>Hogan Construction Group, LLC</u>		(b.) <u>The Collaborative Firm, LLC</u>	
% of JV	<u>75%</u>	% of JV	<u>25%</u>
Ethnicity	<u>Caucasian</u>	Ethnicity	<u>African American</u>
Gender	<u>Male</u>	Gender	<u>Female</u>
Certified (Y or N)	<u>N</u>	Certified (Y or N)	<u>Y</u>
Agency		Agency	<u>SBE and M/FBE</u>
Date Certified		Date Certified	<u>Recertified on 5/10/2023</u>

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

Total Dollar Value of Certified Subcontractors: (\$) 1,263,291

Total Percentage of Certified Subcontractors: (%) 12 %

Additional minority subcontractors will be contacted upon award of the project and fully completed construction plans.

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Form and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event, the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and has verified its intention to participate.

Signature:  Title: President

Business or Corporate Name: Hogan Construction Group, LLC

Address: 5075 Avalon Ridge Parkway
Norcross, GA 30071

Telephone: (770) 242-8588

Fax Number: ()

Email Address: PHogan@HoganConstructionGroup.com

EXHIBIT B2 FORM

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

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

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount
Penco Electrical Contractors	kwilliams@pencoelectric.com	Morrow, GA / 770-960-7223			FBE	Electrical	\$1,263,291
Note: Additional minority subcontractors will be contacted upon award of the project and fully completed construction plans.							

[illegible]

[illegible]


[illegible]

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
Penco Electrical Contractors	1087 Citizens Parkway, Morrow, GA 30260	Kristen Williams	kwilliams@pencoelectric.com	770-960-7223	Electrical	FBE	Bid Submitter
5 Seasons Mechanical	6971 Peachtree Industrial Blvd. Suite A, Peachtree Corners, GA 30092	Jim Andrews	james@5-sm.com	770-727-5000	HVAC	SBE	Bid Submitter
Note: Additional minority subcontractors will be contacted upon award of the project and fully completed construction plans.							

[illegible]

Project # & Title: 23RFP041723K-JA DESIGN/BUILD SERVICES FOR THE FULTON COUNTY BEHAVIORAL HEALTH CRISIS CENTER

Printed Signature: 

Date: 5/22/2023

Insurance and Risk Management Provisions
Design-Build
Behavioral Health Crisis Center
23RFP041723K-JA

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

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

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

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations) General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000

- | | | |
|--|--------------------------|-------------|
| Damage to Rented Premises | Limits | \$100,000 |
| 3. BUSINESS AUTOMOBILE LIABILITY INSURANCE | | |
| Bodily Injury & Property Damage | Each Occurrence | \$1,000,000 |
| (Including operation of non-owned, owned, and hired automobiles). | | |
| 4. UMBRELLA LIABILITY | Per Occurrence/Aggregate | \$1,000,000 |
| (In excess of above noted coverage) | | |
| 5. DESIGN/BUILD LIABILITY | Per Occurrence | \$2,000,000 |
| <i>May be required applicable to work being performed.</i> | | |
| <i>*Or by endorsement to General Liability Policy for sudden and accidental</i> | | |
| 6. BUILDERS RISK - Contractor shall purchase policy to cover the contract amount of the project on an all-risk basis with a deductible not to exceed \$2,500. Bonds - the bidder to whom award is made shall submit a Performance and Payment Bond, both in amount of one-hundred percent (100%) of the contract price before starting work and within 14 (fourteen) days after contract award. Bonding company/Surety shall be rated "A" or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ and shall be licensed to do business in the State of Georgia. | | |

Certificates of Insurance

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

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

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

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

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

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

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

Important:

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

USE OF PREMISES

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act,

Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

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

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

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

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

COMPANY: Hogan Construction Group, LLC SIGNATURE: 

NAME: Paul Hogan TITLE: President

DATE: 5/22/2023

Risk Management Insurance Provision Forms

Client#: 54904

HOGAN

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/19/2022

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola	
	PHONE (A/C, No, Ext): 770-220-7699	FAX (A/C, No):
	E-MAIL ADDRESS: jerry.noyola@greyling.com	
INSURED Hogan Construction Group, LLC 5075 Avalon Ridge Pkwy Norcross, GA 30071	INSURER(S) AFFORDING COVERAGE	
	INSURER A : National Union Fire Ins. Co.	NAIC # 19445
	INSURER B : Travelers Prop Casualty Co of America	25674
	INSURER C : American Guarantee And Liability Insura	26247
	INSURER D : New Hampshire Ins. Co.	23841
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 22-23

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		9895005	09/01/2022	09/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		2507826	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CUP5T59095022	07/01/2022	09/01/2023	EACH OCCURRENCE \$15,000,000
C	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		AEC518677801	07/01/2022	09/01/2023	AGGREGATE \$15,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		048240262	09/01/2022	09/01/2023	<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)

Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

Specimen Certificate

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

D.H. Gilling

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ACORD 25 (2016/03) 1 of 1
#S3385847/M3385832

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JNOY1

Exhibit K

Project Deliverables

The Contractor will provide design drawings that include floor plans, details for installation, and execution. The Drawings shall include:

- a. Floor plans with equipment locations that are dimensionally coordinated for a constructible replacement design.
 - b. Details which include additional construction information for full execution of the work.
 - c. The Contractor will provide these Drawings on North American Arch Series E1 30"x42" paper.
 - i. Electronic versions of the deliverable will be provided in Post Document Format (PDF) readable through Adobe Acrobat.
 - ii. The PDFs will be searchable for word content.
2. The Contractor will provide project specifications in Microsoft Word based on the AIA MasterSpec series of specification (6-digit series). The number of sections shall cover the full design. Printouts of the specifications shall be on North American ANSI A8.5"x11" paper. Electronic versions of the deliverable will be provided in Post Document Format (PDF) readable through Adobe Acrobat. The PDFs will be searchable for word content.
3. At the end of each of the design phases noted below, the Contractor shall:
- a. Submit the complete design phase package (drawings, specifications, and any other supporting data) to the County for review.
 - i. Allow up to ten (10) days for the County review.
 - ii. Once the review is completed, the County will meet with the Contractor to discuss the review comments.
 - iii. The Contractor will provide assurance that the each of the review comments will be addressed in the subsequent design phase submittal.
 - iv. The 100% deliverable will be complete when all review comments are mutually resolved between the Consultant and the County.
4. The Contractor will provide submittal review services for all submittals produced by the installing subcontractors. The Contractor's Architect / Engineer of Record will review them for compliance with the contract documents formed by the design documents. The Contractor will also provide the submittals to the Fulton County Project Manager or Program Manager for Fulton County's review. The Contractor will allow up to 10 business days, not including Fulton County Holidays for review by Fulton County, before the release of submittals for purchase orders.
5. DB must utilize a construction management software throughout the project and provide the County with two (2) user licenses.
6. The Contractor will facilitate Request for Information (RFIs) seeking additional information or clarification of the design documents from the installing contractor to the Engineer of Record to the Fulton County Project Manager or their Program Manager. The response and

transmission of the answer by the Engineer of Record will be within 3 business days, not including Fulton County holidays.

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

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

9. Within 60 calendar days after substantial completion, the Contractor shall turnover as-built documentation in PDF format and in AutoCAD files in the .DWG format. The DWG files shall be readily openable in following Autodesk products: AutoCAD 2017 and/or AutoCAD 2018.

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

PROJECT SCHEDULE

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

DESIGN SCHEDULE

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

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

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

CONSTRUCTION SCHEDULE

The Contractor shall produce and maintain a schedule of milestones of the construction, noting when demolitions begin and ends. This schedule shall be updated and submitted to the County Project Management team on biweekly basis with a two week look ahead. A rolling four week schedule of subcontractor activities will be provided to the Fulton County Project Management team every two weeks, with a two week look ahead based on critical path.

The Contractor shall provide beneficial use of the facility within 30 days of the substantial completion of construction and Temporary Certificate of Occupancy.

Exhibit L

Fulton County Safety Rules and Regulations

Fulton County 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

- 1.1 Occupational Safety and Health Regulations (OSHA) 29CFR1910 and 29CFR1926
- 1.2 Environmental Protection Agency Regulations (EPA) 40CFR
- 1.3 Fulton County Safety and Health and Requirements
- 1.4 Georgia Department of Transportation Regulations and Requirements
- 1.5 US Department of Transportation Requirements
- 1.6 Manual of Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1)
- 1.7 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 OSHA 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 stops 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 Willie Perryman at willie.perryman@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 removing and hauling trash and construction debris. The location of the dumpster is to be determined by Property Management and the Contractor must obtain Property Manager's (County's) approval before placing the dumpster. Any building compactor or dumpster currently on site 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. Property Manager (County) reserves the right to request at any time during the construction period, to request to relocate the construction dumpster to a new location agreeable to both the Contractor and County.

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.



KMCKELVEY

DATE (MM/DD/YYYY)
6/23/2023

EVIDENCE OF PROPERTY INSURANCE

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

AGENCY American Global LLC 3330 Cumberland Blvd Suite 675 Atlanta, GA 30339	PHONE (A/C, No, Ext): (404) 891-0162	COMPANY Travelers Indemnity Company of America One Tower Square Hartford, CT 06183	
FAX (A/C, No): (516) 387-1170	E-MAIL ADDRESS: info@americanglobal.com		
CODE: AGENCY CUSTOMER ID #: HOGACON-02	SUB CODE:		
INSURED Hogan Construction Group, LLC 5075 Avalon Ridge Parkway Norcross, GA 30071	LOAN NUMBER	POLICY NUMBER QT-660-3H561958-TIA-22	
	EFFECTIVE DATE 9/1/2022	EXPIRATION DATE 9/1/2023	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION Behavioral Health Crisis Center 23RFP041723K-JA

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

SPECIAL

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

Builders Risk
Project Limit: New Construction- (Non-Combustible)
Project Limit: Renovation - (Non-Combustible)
Project Limit: Joisted Masonry
Project Limit: Frame Construction
Temporary Storage/Transit Limit
Deductible

\$30,000,000
\$7,500,000
\$5,000,000
\$3,000,000
\$500,000
\$1,000*

REMARKS (Including Special Conditions)

Remarks:
Master Builders Risk
Earth Movement: limits by Hazard Zone
In whole or in part within a High Hazard County: Occurrence limit \$1,000,000 Aggregate limit \$1,000,000
In whole or in part within a Moderate Hazard County or Independent City and has no part within a High Hazard and has no part within a High Hazard County: Occurrence limit \$5,000,000 Aggregate limit \$5,000,000
Entirely outside a High Hazard County, Moderate Hazard County or Moderate Hazard Independent City: Occurrence limit \$10,000,000 Aggregate limit \$10,000,000.
SEE ATTACHED ACORD 101

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Fulton County Government 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE <i>American Global LLC</i>			



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY American Global LLC		NAMED INSURED Hogan Construction Group, LLC 5075 Avalon Ridge Parkway Norcross, GA 30071	
POLICY NUMBER QT-660-3H561958-TIA-22		EFFECTIVE DATE: 09/01/2022	
CARRIER Travelers Indemnity Company of America	NAIC CODE 25666		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 27 FORM TITLE: EVIDENCE OF PROPERTY INSURANCE

Remarks:

Flood: limits by Flood Zone

Flood Zone A and Flood Zones prefixed A; Occurrence limit \$1,000,000 Aggregate \$1,000,000

Non-Participating or Suspended Communities: Occurrence \$1,000,000 Aggregate \$1,000,000

Flood Zone B, Flood Zone X (shaded) and Flood Zone X-500: Occurrence \$5,000,000 Aggregate limit \$5,000,000

Flood Zone C and Flood Zone X (unshaded): Occurrence limit \$10,000,000 Aggregate limit \$10,000,000

*Deductible:

Earth Movement

In whole or in part within a High Hazard County \$100,000

In whole or in part within a Moderate Hazard County or Independent City and has no part within a High Hazard County: \$25,000

Flood:

Flood Zone A or Flood Zones prefixed A: \$100,000

Non-Participating or Suspended Communities: \$100,000

Flood Zone B, Flood Zone X (shaded) or Flood Zone X-500: \$25,000

Flood Zone C or Flood Zone X (unshaded): \$25,000.



HOGACON-02

KMCKELVEY

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/23/2023

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

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

PRODUCER American Global LLC 3330 Cumberland Blvd Suite 675 Atlanta, GA 30339	CONTACT NAME: Kyle McKelvey	
	PHONE (A/C, No, Ext): (404) 418-4203	FAX (A/C, No):
	E-MAIL ADDRESS: kyle.mckelvey@americanglobal.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Insurance Co of Pitts. PA	NAIC #: 19445
	INSURER B: Travelers Property Cas. Co. of America	25674
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D: Allied World Assurance Company	19489
	INSURER E:	
	INSURER F:	

INSURED

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRIOR <input checked="" type="checkbox"/> LOC OTHER:	X	X	989-50-05	7/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	250-78-26	7/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	CUP-5T590950-22-NF	7/1/2022	9/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 048-24-0262	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional			0311-4158	7/1/2022	9/1/2023	Per Claim 2,000,000

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

Behavioral Health Crisis Center 23RFP041723K-JA: Fulton County Government, Its Officials, Officers and Employees is included as Additional Insured in accordance with the policy provisions of the General Liability, Auto Liability and Umbrella/Excess Liability Policies. A Waiver of Subrogation is granted in favor of Fulton County Government, Its Officials, Officers and Employees in accordance with the policy provisions of the General Liability, Auto Liability, Umbrella/Excess Liability policies. A Waiver of Subrogation is granted in favor of Fulton County Government, Its Officials, Officers and Employees in accordance with the policy provisions of the Workers Compensation Policy and if permissible by law. Auto Liability, General Liability, and Umbrella Liability evidenced herein is Primary Noncontributory to other insurance available to the Additional Insureds, but only in accordance with the Policy Provisions

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

American Global LLC



Friday, June 16, 2023

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

RE: Bond No. 016241436
Project Design/Build Services for the Fulton County Behavioral Health Crisis Center


To Whom It May Concern:

American Global, Inc. and Liberty Mutual Insurance Company, as Surety, understand and agree that Bond Number 016241436, written for Hogan Construction Group, LLC in the amount of \$11,377,902.00 will be dated the same date as the Agreement.

Kindly furnish a copy of the fully executed bond.

If you have any questions, please feel free to contact me.

Sincerely,



Jaclyn Thomas
Attorney-in-Fact

PAYMENT BOND Bond Number: 016241436

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

"Project:" means 23RFP041723K-JA, Design-Build Services for Fulton County Behavioral Health Crisis Center

"Principal:" (Legal Name and Business Address),
(hereinafter called the

[Insert Name of Contractor
"Principal"]

Hogan Construction Group, LLC

5075 Avalon Ridge Parkway, Norcross, GA 30071

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

"Surety:" (Name and Business Address)

Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

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

"Contract:" Agreement between Principal and Owner, dated 6th day of
July, 2023, regarding performance of Work relative to the
Project.

"Penal Sum:" [100% of contract amount] Eleven Million Three Hundred Seventy-Seven Thousand Nine Hundred Two Dollars and 00/100 (\$11,377,902.00)

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

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

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

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1 and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

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

PRINCIPAL: Hogan Construction Group, LLC



President/Vice President (Sign)



President/Vice President (Type or Print)

Attested to by:



~~Secretary/Assistant Secretary (Seal)~~ CFO

SURETY: Liberty Mutual Insurance Company

By:



Attorney-in-Fact (Sign)

Jaclyn Thomas, Attorney-in-Fact

Attorney-in-Fact (Type or Print)



~~Secretary/Assistant Secretary (Seal)~~

Marisol Mojica, Witness to Surety

PERFORMANCE BOND Bond Number: 016241436

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

"Project:" means 23RFP041723K-JA, Design-Build Services for Fulton County Behavioral Health Crisis Center

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

Hogan Construction Group, LLC

5075 Avalon Ridge Parkway, Norcross, GA 30071

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

"Surety:" (Name and Business Address) Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

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

"Contract:" Agreement between Principal and Owner, dated 6th day of July, 2023, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] Eleven Million Three Hundred Seventy-Seven Thousand Nine Hundred Two Dollars and 00/100 (\$11,377,902.00)

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

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the

original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

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

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

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

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

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

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

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


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

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

PRINCIPAL: Hogan Construction Group, LLC



President/Vice President (Sign)



President/Vice President (Type or Print)

Attested to by:



~~Secretary/Assistant Secretary (Seal)~~ CFO

SURETY: Liberty Mutual Insurance Company

By: 

Attorney-in-Fact (Sign)

Jaclyn Thomas, Attorney-in-Fact

Attorney-in-Fact (Type or Print)



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

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

Certificate No: **8207604-985316**

POWER OF ATTORNEY

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

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

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



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

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

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



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

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

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



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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

**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]** Hogan Construction Group, LLC on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

170842

EEV/Basic Pilot Program* User Identification Number

Hogan Construction Group, LLC

BY: Authorized Officer of Agent (Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Paul Hogan

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15 day of May, 2013.

Notary Public: Abbie Hart Tischer

County: Forsyth

Commission Expires: 5-23-25

**Abbie Hart Tischer
NOTARY PUBLIC
Forsyth County, GEORGIA
My Commission Expires 05/23/2025**

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

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

**STATE OF GEORGIA
COUNTY OF FULTON**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Hogan Constructions 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.

156926

EEV/Basic Pilot Program* User Identification Number

The Collaborative Firm, LLC

BY: Authorized Officer of Agent (Insert Contractor Name)

Business Services Director

Title of Authorized Officer or Agent of Contractor

Brian Hightower

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 22 day of May, 2023

Notary Public: Nichole Mackey

County: Fulton

Commission Expires: April 10, 2026

NICHOLE MACKEY
Notary Public - State of Georgia
Fulton County
My Commission Expires Apr 10, 2026

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