



**FULTON
COUNTY**

REQUEST FOR PROPOSAL

26RFP080326K-JA

**CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR
THE FULTON COUNTY JAIL SPECIAL PURPOSE FACILITY
PROJECT**

for

**DEPARTMENT OF REAL ESTATE AND ASSET
MANAGEMENT**

RFP ISSUANCE DATE: Monday, August 17, 2026

RFP DUE DATE AND TIME: Friday, September 25, 2026 at 11:00 AM

PRE-PROPOSAL CONFERENCE DATE: Tuesday, September 1, 2026

CONTACT PERSON: Janett Adams, Assistant Purchasing Agent

PHONE NUMBER: 404-612-7967

E-MAIL: janett.adams@fultoncountyga.gov

**FULTON COUNTY GOVERNMENT
DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

TABLE OF CONTENTS

SECTION 1 – INTRODUCTION

1.1	Project Description	4
1.2	Method of Source Selection	4
1.3	Background	4
1.4	County Objectives	5
1.5	Obtaining the RFP	5
1.6	Pre-Proposal Conference	5
1.7	Project Site Visit	5
1.8	Proposal Due Date	6
1.9	Contact Person and Inquiries	6
1.10	Procurement Schedule	6

SECTION 2 – INSTRUCTION TO PROPOSERS

2.1	Procurement Process	7
2.2	Contract Definitions	7
2.3	No Contact During Procurement Process	10
2.4	Clarification & Addenda	10
2.5	Term of Contract	10
2.6	Proposal Evaluation	11
2.7	Disqualification of Proposers	11
2.8	Reserved Rights	11
2.9	Applicable Laws	11
2.10	General Utility Contractor's License	11
2.11	General Contractor's License	11
2.12	Professional License	11
2.13	Insurance and Risk Management Provisions	12
2.14	Liquidated Damages	12
2.15	Accuracy of RFP and Related Documents	12
2.16	Responsibility of Proposer	12
2.17	Confidential Information	12
2.18	County Rights and Options	12
2.19	Cost of Proposal Preparation and Selection Process	14
2.20	Termination of Negotiations	14
2.21	Wage Clause	14
2.22	Additional or Supplemental Information	14
2.23	Reporting Responsibilities	14
2.24	Georgia Security and Immigration Compliance Act	14
2.25	Authorization to Transact Business	15
2.26	Right to Protest	15
2.27	Cooperation	15
2.28	Substitution of Approved Key Members	15
2.29	Non-Collusion	15
2.30	Certificate of Acceptance of RFP Requirements	15
2.31	Exceptions to the Services Agreement Contract	16
2.32	Certification Regarding Debarment	16
2.33	Prohibition on Future Contracts	16
2.34	Non-Disclosure Agreement Requirement	16
2.35	General Requirements	16

2.35	Scope of Services to be Provided by Others	16
------	--	----

SECTION 3 - PROPOSAL REQUIREMENTS

3.1	Overview of Proposal Requirements.....	18
3.2	Format & Proposal Submission Instructions	18
3.3	Scope of Work.....	19
3.4	Technical Proposal Format and Content.....	30
3.5	Cost Proposal Format and Content.....	34

SECTION 4 - EVALUATION CRITERIA

4.1	Evaluation Committee	36
4.2	Evaluation and Selection Process.....	36
4.3	Responsiveness Review	36
4.4	Evaluation Selection Criteria	37
4.5	Notification of Selection.....	37

ATTACHMENTS

SECTION 5 –COST PROPOSAL FORM

SECTION 6 – GENERAL CONDITIONS

SECTION 7 – SPECIAL CONDITIONS

SECTION 8 – BONDING REQUIREMENTS

SECTION 9 – PURCHASING FORMS

SECTION 10 – CONTRACT COMPLIANCE REQUIREMENTS

SECTION 11 – RISK MANAGEMENT AND INSURANCE REQUIREMENTS

SECTION 12 – CONTRACT INFORMATION AND SAMPLE CONTRACT

- *Construction Management at Risk Owner – Contractor Agreement*
- *Guaranteed Maximum Price (GMP) Amendment*

SECTION 13 – EXHIBITS

Exhibit 1: Purchasing Forms

- a. Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
- b. Form B: Georgia Security and Immigration Subcontractor Affidavit
- c. Form C1: Georgia Utility Contractor's License
- d. Form C2: General Contractor's License
- e. Form C3: Professional Licenses
Electricians, Plumbers, Conditioned Air Contractors, Low voltage Contractors
- f. Form D: Offeror's Disclosure Form and Questionnaire
- g. Form E: Local Preference Affidavit of Bidder/Offeror
- h. Form F: Service-Disabled Veterans Preference Affidavit of Bidder Offeror
- i. Exhibit A: Promise of Non-Discrimination Contract Compliance
- j. Exhibit B1: Schedule of Intended Subcontractor Utilization
- k. Exhibit B2: Subcontractors & Suppliers Form
- l. Exhibit C: Subcontractor Contact Form
- m. Exhibit D: Insurance and Risk Management Signature Page
- n. Exhibit E: Bid, Payment and Performance Bond Forms

- o. Exhibit F: Non-Disclosure Agreement (NDA)
- p. Exhibit G: Safety Qualifications Form

SECTION 1 – INTRODUCTION

1.1 PROJECT DESCRIPTION

Fulton County, Georgia (the “County” or “Owner”), through its Department of Real Estate and Asset Management (DREAM), is soliciting proposals from qualified firms to provide Construction Management at Risk services for the new Special Purpose Facility Project located at the Rice Street campus in Atlanta, Georgia.

The County intends to engage a CM firm to provide **comprehensive pre-construction and construction services**, including early design assist services, cost modeling, constructability and maintainability reviews, trade packaging strategies, scheduling, logistics planning, subcontractor procurement, and overall construction management. The CM at Risk delivery method is being utilized to leverage early constructor involvement to manage risk, improve cost certainty, and support phased construction sequencing within a constrained and operational environment.

The Special Purpose Facility project is comprised of two components and will be executed as follows:

- (1) A new approximately 1,800-bed, 780,000-square-foot detention facility to be located on the Rice Street campus in Atlanta, Georgia; and
- (2) A separate Accelerated Housing Component, currently planned as an approximately 480-to-500-bed, 120,000-square-foot facility.

The preliminary construction budget is approximately \$600 million for the detention facility and \$150 million for the Accelerated Housing Component, for a total preliminary construction budget of approximately \$750 million. These amounts are planning limitations subject to County validation, authorization, and adjustment.

The Special Purpose Facility Project will be constructed on an active detention campus adjacent to existing jail housing and support facilities for **behavioral health, medical, and other special-needs populations**. The project will involve complex site logistics, restricted access conditions, enhanced security requirements, and continuous coordination with jail operations to maintain safety, security, and uninterrupted facility functions throughout construction.

The Accelerated Housing Component shall be delivered as a distinct, rapid build component of the Special Purpose Facility Project. The current planning basis assumes approximately ten 48-bed housing units supporting a medium-security, direct-supervision operational model, together with required administration, security, health, operational support, recreation, parking, site infrastructure, utilities, electronic security, and complete building systems. Final capacity, configuration, area, and program requirements will be validated by the Design Professional in coordination with the County, Fulton County Sheriff's Office, Program Management Team, and CM.

The County is targeting completion of the Accelerated Housing Component within sixteen (16) to eighteen (18) months after award of the CMAR contract. The Accelerated Housing Component and detention facility will proceed concurrently. The CM shall staff, plan, procure, and manage both components so that the accelerated delivery effort does not delay or adversely affect the completion of the detention facility.

The selected CM firm will initially be contracted to perform Pre-Construction Services. At the completion of the required pre-construction milestones, including development of the construction documents to approximately seventy-five percent (75%) completion, the CM firm shall submit **Guaranteed Maximum Price (GMP) packages** for review by the County. Upon acceptance of the GMPs by the County, a GMP Amendment will be executed authorizing the CM firm to proceed with Construction Services.

This project is being delivered in a context of heightened regulatory oversight, public accountability, and operational sensitivity, including obligations related to safety, life-safety systems, detention standards, and continuity of jail operations. The selected CM firm must demonstrate the capability to manage construction activities within these constraints while maintaining cost control, schedule discipline, quality assurance, and strict compliance with applicable codes and contract requirements.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 4.0. Based on the results of the evaluation, the County will award the project to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.1.1 Permits:

The project will be permitted and inspected through the local jurisdictions in which the project is located. It is the responsibility of the Construction Manager at Risk ("CM") to obtain and pay for the permits, coordinating with the Design Professional. The County will reimburse the CM for all required building (land disturbance, if any) permit fees. The CM is responsible for all required site utility, state and trade permits.

1.1.2 Rights of Way/Easements:

The County will approve easements. It will be the CM's responsibility to provide schedule information, with adequate prior notification, to the County on when these items will be required so as not to impact construction activities. Additionally, it will be the CM's responsibility to obtain Right of Way approval from governing authorities.

1.2 METHOD OF SOURCE SELECTION

This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this Proposal is Code Section 102-374, Competitive Sealed Proposals.

The County is following a procurement process pursuant to Title 36, Chapter 91 of the Official Code of Georgia Annotated ("O.C.G.A.") and other applicable law for the selection of a single contractor to provide construction management at risk services for each Construction Management at Risk project contained in this RFP.

1.3 BACKGROUND

Fulton County operates the largest local detention systems in the State of Georgia. Existing facilities on the Rice Street campus have experienced long-standing physical, operational, and compliance challenges, prompting the County to initiate the **Fulton County Jail Capital Improvement Program (FCJCIP)** as a phased, multi-year effort to modernize its detention infrastructure.

The Fulton County Jail Capital Improvement Program (FCJCIP) establishes a sequenced approach to addressing these challenges through the construction of a new Special Purpose Facility. The Special Purpose Facility is intended to house vulnerable populations and consolidate key jail support functions, thereby improving operational efficiency and enabling future construction activities on the active campus.

Fulton County has engaged a third-party Program Management Team, ACR Partners, to serve as the Owner's Representative for the Fulton County Jail Capital Improvement Program. The CM shall work collaboratively with Fulton County, ACR Partners, the Design Professional, the Commissioning Agent, and other project stakeholders throughout the preconstruction and construction periods.

1.4 COUNTY OBJECTIVES

The objective of this project is to construct and deliver a secure, efficient, and modern Special Purpose Facility that meets Fulton County's operational, legal, medical, and behavioral health needs.

The County's primary objectives include:

- Deliver the Accelerated Housing Component as a fast-track project within 16-to-18-months of contract award while maintaining the schedule, quality, cost, safety, security, and operational objectives of the Special Purpose Facility Project.
- Improve life safety and security for staff, detainees, visitors, and service providers.
- Support constitutional, humane, and professionally managed detention conditions.
- Improve behavioral health, medical, and therapeutic infrastructure.
- Enhance operational efficiency through effective facility planning, staff deployment, and workflow optimization.
- Minimize disruption to ongoing detention and support operations during construction activities.
- Deliver cost-effective solutions that support long-term County operational and maintenance goals.
- Modernize facility technology, communications, and electronic security systems.
- Ensure compliance with all applicable codes, detention standards, accessibility requirements, and consent decree obligations.
- Establish a long-term strategic facility vision that supports future operational adaptability and phased implementation.

In addition to the County objectives above, the CM shall support the following project-specific objectives:

- Development of reliable and transparent GMPs.
- Early identification and mitigation of cost, schedule, and constructability risks.
- Protection of active detention operations.
- Timely procurement of long-lead materials and equipment.
- Maintenance of schedule certainty and milestone achievement.

1.5 OBTAINING THE RFP

In order to obtain complete information about this solicitation, please click the link below where this document and supporting documents can be downloaded,

<https://www.bidnetdirect.com/georgia/fultoncounty>.

1.6 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held in person with details below:

Date: Tuesday, September 1, 2026
 Time: 11:00 AM
 Location: The Emma Darnell Aviation Museum & Conference Center (EDAMCC)
 Address: 3900 Aviation Circle, NW, Atlanta, Georgia 30336.

The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP. However, no verbal response provided at the Pre-Proposal Conference binds the County. Only those responses to questions submitted through BidNet Direct and responded to by the County will be official.

Inquiries regarding the solicitation either technical or otherwise, may be submitted prior to the Pre-Proposal Conference and will be addressed during the Pre-Proposal Conference.

Any additional questions asked at the Pre-Proposal Conference will be responded to in the form of an addendum with the County's official responses.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Mario Avery, Contract Compliance Administrator at (404) 612-6307 or email: mario.avery@fultoncountyga.gov.

1.7 PROJECT SITE VIST

The County will conduct a mandatory guided tour of the facility site immediately following the Pre-Proposal Conference. Attendance at the project site visit is mandatory. The County will provide transportation for all participants. Only two (2) representatives from each Firm, Proposer, or Joint Venture (JV) will be allowed to participate as space is limited. Please note that proposers who do not participate in the mandatory project site visit will be precluded from contract award. Prior to the Pre-proposal Conference, interested Proposers must contact the purchasing representative, Janett Adams, via email at janett.adams@fultoncountyga.gov and provide the names of the two (2) representatives to be added to the list to attend.

The shuttle will depart immediately following the Pre-Proposal Conference from the lower-level parking Lot at the Emma Darnell Aviation Museum & Conference Center and the purchasing representative will confirm attendance. The shuttle will return to the lower-level parking lot at Emma Darnell Aviation Museum and Cultural Center at the conclusion of the project site visit.

- *Cell phone cameras are acceptable for use as long as no pictures of inmates are taken;*
- *Pictures must be kept confidential and cannot be distributed or shared;*

1.8 PROPOSAL DUE DATE

All proposals will be received by the Department of Purchasing & Contract Compliance electronically through BidNet Direct at <https://www.bidnetdirect.com/georgia/fultoncounty> on or before **Friday, September , 25, 2026, at 11:00 A.M.**, legal prevailing time. All submitted responses will be electronically time and date stamped at the time all documents are uploaded and received.

Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 CONTACT PERSON AND INQUIRIES

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions to:

Purchasing Contact Name: Janett Adams, Assistant Purchasing Agent

Email: janett.adams@fultoncountyga.gov

Phone: (404) 612-7967

1.10 PROCUREMENT SCHEDULE

The following is the procurement schedule for this project and will be strictly adhered to.

EVENT	DATE
RFP Issued	Monday, August 17, 2026
Pre-Proposal Conference and Project Site Visit	Tuesday, September 1, 2026

Deadline for Submission of Questions and Requests for Clarification by 2:00 PM	Monday, September 14, 2026
Proposal Due Date by 11:00 AM	Friday, September 25, 2026
Tentative Dates for Oral Interviews/Presentations	Tuesday, October 13, 2026
Anticipated Board of Commissioners Meeting Date	Wednesday, November 18, 2026

SECTION 2 – INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation and for purposes of this RFP, the following terms and acronyms have the following meaning:

Acronym or Term	Name or Definitions
Accelerated Housing Component	The separate rapid build housing component of the Special Purpose Facility Project.
Addendum	Revision to the RFP documents issued by the County prior to the receipt of proposals.
Agreement	Refers to the executed contract between the County and Contracting Entity.
Approve	Where used in conjunction with the County's response to submittals, requests, applications, inquiries, reports and claims, the meaning of the term "approved" shall be held to limitations of the County's responsibilities and duties as described herein. In no case shall "approval" be interpreted as a release of the CM or other contractors from responsibilities to fulfill the requirements of their Agreements and Contract Documents.
Bid Bond	Means a bond with good and sufficient surety or sureties for the faithful acceptance of the contract payable to, in favor of, and for the protection of the governmental entity for which the contract is to be awarded.
Calendar Day	Every day shown on the calendar.
Change Order	("CO") A written order signed by the Owner and Contractor and, stating their agreement upon all of the following: (1) change/modification in the work; (2) the amount of the modification, if any, in the Agreement Price; and (3) the extent of the modification, if any, in the Agreement time.
Conflict of Interest	(1) A situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and professional interest or public interest; (2) A situation in which a party's responsibility to a second-party limits its ability to discharge its responsibility to a third-party.
Construction Manager at Risk	("CM") The firm designated as in charge to lead the day-to-day activities to manage the pre-construction and construction services. A Constructor who is a party to the contract for construction (and pre-construction), pledged to the Owner to perform the work of construction (and pre-construction services) in accordance with the Contract Documents.
Consultant	A person (or organization) with an area of expertise or professional training who contracts to perform a service.

Contact Person	Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.
Contract Completion	The established completion date(s) set forth in the contract.
Contract Documents	The 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. The Contract Documents shall define and describe the complete work to which they relate.
Contractor	A constructor who is a party to the contract for construction (and pre-construction), pledged to the Owner to perform the work of construction in accordance with the contract documents. See also Construction Manager at Risk definition.
Contractor Representative	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions and who shall supervise and direct the construction.
County	Fulton County Government and its authorized representatives
County Designated Representative	The County will designate a County representative for this project who will be responsible for the day-to-day, primary contact for the PMT, processing project concerns with the appropriate county authorities as required to provide any direction needed from the county.
Contact Person	Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.
Final Completion	The date of final completion of the work is the date certified by the Owner, Architect, Engineers and the Construction Manager when all construction is fully complete, including certification of all punch list items, and when all records documentation and other closeout items required by the Contract Documents have been reviewed and found acceptable by the County.
General Conditions	The General Conditions of the Agreement for Construction govern the rights, duties, and obligations of the parties.
Guaranteed Maximum Price (GMP)	The full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract. The contractor is responsible for cost overruns, unless the GMP has been increased via formal change order (only as a result of additional scope request from the County, not price overruns, errors or omissions).
GMP Package	Package that CM will be required to submit at 75% Construction Documents containing detailed construction cost estimate and construction/master schedule

Inspector	An authorized representative of the PM Team assigned to make all necessary inspections of any or all portions of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
Jobsite	Location where construction activity shall be performed under this contract.
Joint Venture	A contractual agreement joining two or more persons, partnerships, corporations or any combination of business entities partnering as one firm for the purpose of executing a particular project or event. Every entity agrees on percentage of profits, losses and ownership within the organization.
Materials	Any substance specified for use in the construction of the contract work.
Modifications	Binding changes, addenda, revisions, or the like, to the Work or the Agreement documents, including changes to work made by Change Order.
Notice to Proceed (NTP)	A written notice from the County to the Contractor to begin the actual contract work on a previously agreed date.
Owner	Fulton County Government
Payment Bond	Means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the construction contract.
Performance Bond	Means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done.
Plans	That portion of the Contract documents depicting in drawings, the shapes, outlines, dimensions, characteristics, scope and other similar requirements governing the work, or portions thereof, prepared by the Designer and including revisions thereto. The term is used interchangeably with the word "Drawings" and includes without limitation Standard Details and Drawings.
Principal	(1) The principal authority or person responsible for a business such as architecture, engineering or construction; (2) In professional practice, any person legally responsible for the activities of the practice.
Program Manager	Executive in charge as designated by Program Management Team to lead the day-to-day activities of the team.
Program Management Team	The team that is to support the implementation of the FCURA Bond Program. The PMT shall work directly with Owner in development and oversight of the Program and coordinate all services required to plan, design and construct the Facility Master Plan.
Progress Payment	Certified request for payment from Construction Manager, requiring certification of the Architect before submittal to the Owner.
Project	The Special Purpose Facility which includes an Accelerated Housing Component.
Proposal	The document submitted by the Proposer in response to this RFP.
Proposer	The entity or individual submitting a proposal in response to his RFP.
Request for Proposal (RFP)	All documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.

Responsive Proposer	A person or entity that has submitted a bid or proposal that conforms in all material respect to the requirements set forth in the invitation for bids or request for proposals.
Scope of Work	All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.
Subcontractor/Sub-Consultant	An individual, firm, corporation or any combination thereof having a direct contract with Consultant/Contractor for the performance of a part of the work.
Substantial Completion	The date certified by the Engineer when all or part of the work, identified in the Engineer's certification, is sufficiently completed in accordance with the requirements of the Agreement documents so that the identified portion of the work can be utilized for the purposes for which it is intended.
Work	All the services specified, indicated, shown, or contemplated by the Agreement documents and the furnishing by Contractor of all materials, equipment, labor, methods, processes, construction and other things necessary to complete such services in accordance with the Agreement documents and that will ensure a functional and complete facility.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must submit such requests through BidNet Direct for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Monday, September 14, 2026 at 2:00 PM**, local prevailing time.

Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on BidNet Direct website.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on BidNet Direct website. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the Contract will be five (5) years. The County may, at its sole discretion, exercise one (1) renewal option for a period of two (2) years. The Contract will begin on the date specified in the Notice to Proceed (NTP) issued by the County and shall continue until the expiration of the applicable term or until the County determines that all contracted work has been satisfactorily completed.

2.6 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Each proposal will be reviewed to determine whether it has been submitted in accordance with the proposal requirements. Proposals deemed non-responsive will be rejected from further review and the Proposer will be advised in writing.

Proposals deemed responsive will be evaluated based on the evaluation criteria set forth in this RFP. The County will determine which proposals are reasonably susceptible of being selected for award based on the evaluation criteria. The County may also conduct oral presentations/interviews.

Selection will include an analysis of proposals by an Evaluation Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits. The County will determine which proposals are reasonably susceptible of being selected for award based on the evaluation criteria. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County. Awards will not necessarily be based on cost alone.

2.7 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.8 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no

obligation on the part of the County to award the contract to the lowest Proposer and the County reserves the right to award the contract to the Responsible Proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.9 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Purchasing Code Section 102-448 which is incorporated by reference herein.

2.10 GEORGIA UTILITY CONTRACTOR'S LICENSE

Utility Contractor's License is required to perform this work in accordance with O.C.G.A. §43-14-8.2(h). Purchasing Form C1: Georgia Utility License Certification must be completed and submitted by the Proposer, see Section 13, Exhibits, of this RFP,

2.11 GENERAL CONTRACTOR'S LICENSE

Effective July 1, 2008, all general contractors are required to be licensed by the State of Georgia to perform the following work; construction; construction management services; or design-build services as a prime contractor, joint venture partner, or as a subcontractor to a design professional acting as prime contractor as part of a design-build entity or combination, unless exempted from holding such license pursuant to Georgia law (O.C.G.A. 43-41-17). If exempted, Contractor must submit a copy of their Georgia Department of Transportation Certificate of Qualification with their bid submittal.

Proposers must complete Purchasing Form C2: Georgia General Contractors License Certification, see Section 13, Exhibits, of this RFP. Failure to provide the required license may result in your proposal being deemed non-responsive.

2.12 PROFESSIONAL LICENSES

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Proposers and any sub-contractors performing any of the above-described work must provide a copy of their license for the work they will perform on this project prior to performing the Work. See Section 13, Exhibits, Form C3: Georgia Professional License Certification of this RFP.

2.13 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 11 of this RFP.

Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in Section 11. Proof of insurance must be provided to the County prior to the start of any activities/services as described in the bid document(s).

Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the County.

Bonding Requirements:

Regarding submission of surety bonds prior to or subsequent to the Bid submission, the following requirements pertain:

- A. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the County and authorized to act as such in the State of Georgia.
- B. Such bonds shall conform to the forms provided with the Bid documents and be completed in accordance with the instructions.
- C. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Proposer, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the work.
- D. The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Alterations, extensions of the time allowed for performance, extra and additional work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

Bid Bond – Each proposal must be accompanied by a Bid Bond in the amount of five percent (5%) of the estimated budget price.

Payment & Performance Bond – The CM firm awarded the contract for the project must provide a Payment Bond and Performance Bond in the amount equal to one hundred percent (100%) of the GMP amount included in the GMP Amendment to the prior to the execution of the GMP Amendment.

2.14 LIQUIDATED DAMAGES

The performance of the Work within the specified times is essential to the County. Liquidated damages are independently applicable to The Special Purpose Facility and Accelerated Housing Components. The provision which establishes liquidated damages to be paid to the County in the event that the Work of each component is not completed on schedule is located in the General Conditions, section 00700-96, of the RFP. 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 \$22,500.00 per day not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor.

A delay affecting one component shall not automatically extend the completion milestone for the other unless expressly authorized by the County through a written modification to the Contract.

2.15 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.11. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.16 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's **"No Contact During Procurement"** policy and shall only contact the person designated by the RFP.

2.17 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.18 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably

susceptible for award.

- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.19 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in the Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

The County will make an award to the responsible and Responsive Proposer whose proposal is determined in writing to be the most advantageous to the County taking into consideration the evaluation factors set forth in this RFP.

Each proposal will be reviewed to determine whether it has been submitted in accordance with the proposal requirements. Proposals deemed non-responsive will be rejected from further review and the Proposer will be advised in writing.

Proposals deemed responsive will be evaluated based on the evaluation criteria set forth in this RFP. The County will determine which proposals are reasonably susceptible of being selected for award based on the evaluation criteria. The County may conduct a Best and Final Offer ("BAFO") process and each Proposer will be given the opportunity to participate in discussions, negotiations and revisions of their proposals. The County may also conduct oral presentations/interviews.

2.20 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection.

The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.21 WAGE CLAUSE

Pursuant to 102-413, each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.22 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Department of Purchasing & Contract Compliance, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.23 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Director of the Department of Real Estate & Asset Management.

2.24 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

The Chief Purchasing Agent is authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

PROPOSERS MUST COMPLETE FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT. SEE SECTION 13, EXHIBITS, to THIS RFP.

2.25 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.26 RIGHT TO PROTEST

Any actual bidder or Proposer that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Chief Purchasing Agent of the Department Purchasing & Contract Compliance does not comply.

2.27 COOPERATION

The County has hired ACR Partners as the Program Management Team ("PMT") to oversee, monitor, direct, check, review and comment on the Pre-Construction Services and Construction Services (if awarded). The selected CM firm will work in cooperation with the PMT, County staff, Architects/Engineers, and Specialty Consultants (FF&E, Wayfinding, IT/Security/AV).

2.28 SUBSTITUTION OF APPROVED KEY TEAM MEMBERS

The County will select CM firm(s) to perform the services contemplated under this solicitation based, in part, on the past successful experience and expertise of the CM firm(s) and its proposed team members. Accordingly, the CM shall not, absent good cause, replace or remove the team members presented to the County during the solicitation process, or the County approved key team members during the terms of the Contract, without the prior written approval of the County. If any key member of the County approved Contractor team shall retire, resign, or otherwise cease employment with the CM firm, then the CM firm shall promptly appoint a replacement team member who shall be subject to prior approval by the County. County reserves the right to reject any replacement team member.

If the County, in its sole discretion, determines that any key team member is performing their responsibilities under the Contract in an unsatisfactorily manner or if irreconcilable differences or an unworkable relationship shall arise, the CM shall, within five (5) days after receipt of written notice from the County of such circumstance, replace such key team member with a successor acceptable to the County; provided, however, the County represents that it will not give such notice to CM unless and until the County, in its sole determination, has exercised reasonable efforts to rectify to its satisfaction, the adverse circumstances regarding the key team member. Any changes in the staffing of the CM will require written notification to the County and the County's written approval of the replacement team member.

2.29 NON-COLLUSION

By submitting a signed proposal, Proposer certifies and attests that there has been no collusion with any other Proposer. Reasonable grounds for believing Proposer has an interest in more than one proposal will result in rejection of all proposals in which the Proposer has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.

2.30 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Proposer acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

Proposer also certifies and attests that the Proposer has reviewed the form Fulton County contract included in this solicitation and agrees to be bound by its terms, or that the Proposer certifies that it is submitting any proposed modification(s) to the contract terms with its proposal in accordance with Section 2.26, Exceptions to the County's Contract. The Proposer further certifies that the failure to submit proposed modifications with the proposal waives the Proposer's right to submit proposed modifications later. The Proposer also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in this solicitation document are non-negotiable and that proposed modifications to said terms may be reason to declare the Proposer's proposal as non-responsive.

2.31 EXCEPTIONS TO THE COUNTY'S CONTRACT

If Proposer takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Proposer's proposal clearly marked as "Exceptions."

The County shall be the sole determiner of the acceptability of any exception(s).

2.32 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Proposer certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the County. Section 102-449 of the Fulton County Code of Laws, which is incorporated as if fully set forth herein, establishes the procedure for the debarment of contractors.

2.33 PROHIBITION ON FUTURE CONTRACTS

The Program Management Team, ACR Partners, is not eligible to compete for, nor win, any design services on any project in this program, nor allowed to participate on any construction management or design/build team under this capital improvement program.

2.33.1 Prime Contractor

The Prime Contractor selected to provide Design Professional Services, including any members of the Joint Venture, shall not be eligible to perform any other services where a conflict of interest exists or may potentially exist within this program, during the term of this Contract or any extension thereof. Services for which selected Prime Contractors are ineligible include; construction management at risk, and commissioning agent services.

2.33.2 Sub-Contractor/Consultant

Subcontractors and sub-consultants to Prime Contractors described in 2.33.1 shall not be eligible to perform design services under any circumstances where a conflict of interest exists or may potentially exist. A conflict of interest shall be defined as a review function of any work performed under the oversight of the Design Professional Team. In these circumstances the subcontractor/consultant shall not propose to work on that project.

2.33.3 Employee

Employees of the selected Prime Contractor or Sub-Contractor/Consultant are advised to avoid conflicts of interest. Full disclosure of their involvement in the project shall be made, should they decide to propose on other projects within the Program.

2.34 NONDISCLOSURE AGREEMENT

The County will require any individual that receives or reviews plans for the Jail Special Purpose facility to sign a nondisclosure agreement (NDA). Proposers shall submit an executed NDA with their proposal submission for all individuals identified by the Proposer who may receive or review confidential project information during the procurement process.

The records shared for purposes of the request for proposal shall not to be disclosed or shared absent signing of a nondisclosure agreement, as disclosure of the documents would compromise security against sabotage or criminal or terrorist acts and the nondisclosure of the documents is necessary for the protection of life, safety, or public property. This shall apply to any plan, blueprint, or other material which if made public could compromise security against sabotage, criminal, or terroristic acts.

Only Proposers that have submitted the required executed NDA(s) may receive confidential project information, including security-sensitive drawings, reports, studies, operational information, or other protected project documents distributed by the County during the procurement process.

2.35 GENERAL REQUIREMENTS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.
2. Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:
 - a. The County must advise Proposers in the request for proposals of the number of days that Proposers will be required to honor their proposals. If an Proposer is not selected within 60 days of opening the proposals, any Proposer that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.
3. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
4. The successful Proposer must assume full responsibility for delivery of all goods and services proposed.
5. The successful Proposer must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.

6. The successful Proposer must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Proposer is solely responsible for arranging for the service to be performed.
7. The successful Proposer shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
8. The successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
9. In case of default by the successful Proposer, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
10. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
11. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

2.36 SCOPE OF SERVICES TO BE PROVIDED BY OTHERS

The County will obtain services, under separate contracts, of a variety of consultant resources including, but not limited to the following:

- Architectural and Engineering Services (A/E) Firm
- Independent Material Testing and Quality Assurance/Quality Control/Special Inspection Consultants (this does not include the services required by the CMAR as indicated in the specifications).

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.2 FORMAT & PROPOSAL SUBMISSION INSTRUCTIONS

3.2.1 Submission Instructions: Submit one (1) original, signed and dated proposal response in PDF Format electronically on-line through BidNet Direct at <https://www.bidnetdirect.com/georgia/fultoncounty> on the forms provided in the solicitation document.

The Technical Proposal, as outlined below, shall not exceed fifty (50) pages, excluding exhibits, affidavit, cost proposal, and other enclosure information that may be included in an appendix.

All Proposals, including all attachments, must be received by the County through BidNet Direct no later than **Friday, September 25, 2026 at 11:00 A.M.**

All submitted responses will be electronically time and date stamped at the time all documents are uploaded and received.

3.2.2 Required Submittals:

Proposers shall submit their responses in electronic files through BidNet Direct, as described below. Failure to submit proposals in the manner prescribed may result in the Proposal being deemed non-responsive.

The **Technical Proposal** shall be submitted as a **separate electronic file** and contain all required administrative and compliance documentation. The Technical Proposal shall be formatted and organized in accordance with **Section 3.4 – Technical Proposal Format and Content** and shall include, at a minimum:

1. **Technical Proposal** – Format the proposal with the following labeled sections:

- Cover Letter
- Section 1 – Executive Summary
- Section 2 – Technical Approach
- Section 3 – Project Team Organization & Qualifications of Key Personnel
- Section 4 – Relevant Project Experience
- Section 5 – Availability of Key Personnel
- Section 6 – Local Preference
- Section 7 – Service-Disabled Veterans Preference

2. **Contract Compliance Requirements**

3. **Insurance and Risk Management Provisions**

4. **Purchasing Forms** – All forms listed below must be completed and uploaded in the Exhibit 1, Purchasing Forms envelope:

- a. Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
- b. Form B: Georgia Security and Immigration Subcontractor Affidavit

- c. Form C1: Georgia Utility Contractor's License
- d. Form C2: General Contractor's License
- e. Form C3: Professional Licenses
Electricians, Plumbers, Conditioned Air Contractors, Low voltage Contractors
- f. Form D: Offeror's Disclosure Form and Questionnaire
- g. Form E: Local Preference Affidavit of Bidder/Offeror
- h. Form F: Service-Disabled Veterans Preference Affidavit of Bidder Offeror
- i. Exhibit A: Promise of Non-Discrimination Contract Compliance
- j. Exhibit B1: Schedule of Intended Subcontractor Utilization
- k. Exhibit B2: Subcontractors & Suppliers Form
- l. Exhibit C: Subcontractor Contact Form
- m. Exhibit D: Insurance and Risk Management Signature Page
- n. Exhibit E: Bid, Payment and Performance Bond Forms
- o. Exhibit F: Non-Disclosure Agreement (NDA)
- p. Exhibit G: Safety Qualifications Form

5. Cost Proposal

Any proposal responses received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have his/her proposal response submitted through BidNet Direct to the County for receipt on or before the stated time and date.

Technical Proposal(s) shall be publicly opened via web conferencing, with only the names of the Proposers disclosed at the opening.

Date: Friday, September 25, 2026

Time: 11:05 A.M.

Web Conference Link: <https://zoom.us/j/93300794854>

The Cost Proposal files shall remain **sealed and inaccessible** during the initial evaluation phase. Cost Proposals will **not be opened, reviewed, or evaluated** until the County has completed its evaluation of Technical Proposals and Oral Interviews and Presentations, if applicable.

3.3 SCOPE OF WORK

The selected Construction Manager at Risk ("CM") shall provide comprehensive **Pre-Construction Services** and, upon authorization by the County through execution of a Guaranteed Maximum Price ("GMP") Amendment, **Construction Services**, in accordance with this RFP and the CM at Risk Agreement.

3.3.1 Pre-Construction Services

Pre-construction services are a critical component of the Project and shall be performed with the objective of establishing cost certainty, schedule realism, constructability, and risk mitigation prior to construction. At a minimum, the CM shall provide the following Pre-Construction Services:

A. Project Planning, Coordination, and Governance

- Participate in project kickoff meetings and ongoing coordination meetings with the County, PMT, and Design Professional.
- Work collaboratively within the County's established project governance structure.

- Identify decision points requiring County direction and provide timely, well-documented recommendations to support informed decision-making.
- Maintain clear documentation of assumptions, constraints, risks, and dependencies affecting cost, schedule, and constructability.

B. Constructability and Maintainability Reviews

- Perform constructability reviews at each design milestone, including review of site logistics, phasing, access constraints, sequencing, and coordination among disciplines.
- Identify conflicts, omissions, ambiguities, or design features that may impact cost, schedule, safety, security, or operational continuity.
- Provide written recommendations to improve constructability, maintainability, and long-term facility performance, with particular attention to detention operations and life-safety systems.

C. Cost Estimating and Cost Management

- Develop and continuously update a detailed, open-book construction cost model aligned with the evolving design.
- Provide cost estimates at each design milestone, clearly identifying assumptions, inclusions, exclusions, allowances, contingencies, escalation, and risk items.
- Identify cost drivers and recommend cost-management strategies consistent with the County's budget constraints.
- Track and document cost impacts associated with design decisions throughout the pre-construction phase.

D. Schedule Development and Management

- Develop and maintain a detailed Critical Path Method (CPM) master schedule incorporating design milestones, permitting, procurement, construction phasing, and long-lead items.
- Identify schedule risks and constraints related to site access, security procedures, material availability, phasing, and coordination with ongoing jail operations.
- Propose mitigation and recovery strategies to address potential schedule impacts.

E. Risk Identification and Mitigation

- Develop and maintain a project-specific **risk register** identifying potential cost, schedule, quality, safety, and operational risks.
- Propose mitigation strategies for identified risks and update the risk register as design and project conditions evolve.
- Coordinate risk mitigation strategies with the Design Professional and PMT.

F. Trade Packaging and Procurement Strategy

- Develop a recommended trade packaging strategy designed to promote competition, cost control, quality, and schedule adherence.
- Advise the County on bid packaging, subcontractor prequalification criteria, and procurement sequencing.
- Identify opportunities for early release packages where appropriate to maintain schedule.
- The CM shall not self-perform construction work on the Project except where expressly approved in writing by the County. Subcontractor selection shall be conducted in coordination with the County, Program Management Team, and Design Professional, consistent with County procurement requirements.

G. Guaranteed Maximum Price (“GMP”)

The CM shall submit a comprehensive GMP Package at approximately seventy-five percent (75%) completion of the Construction Documents, or at such other point as directed by the County. At a minimum, the GMP Package shall include:

- A detailed, itemized construction cost estimate prepared on an open-book basis
- A clearly defined scope of work narrative identifying inclusions, exclusions, assumptions, and clarifications
- Allowances and contingencies with stated purposes and justification
- Escalation assumptions and material pricing assumptions
- A subcontractor procurement and buy-out plan
- A detailed construction schedule aligned with the GMP scope
- Identification of known risks and unresolved design issues
- Documentation demonstrating consistency between the GMP, design documents, and County objectives

H. Accelerated Housing Component

The CM shall provide all Pre-Construction Services and Construction Services required by this RFP for the Accelerated Housing Component as though such requirements were fully restated herein, except where specifically modified below.

The current planning basis for the Accelerated Housing Component assumes approximately 480 to 500 beds organized into approximately ten 48-bed housing units within an approximately 120,000-square-foot facility. The program is anticipated to include housing; secure resident movement and recreation; administration and security functions; health and operational support; approximately 80 parking spaces; secure access and perimeter controls; electronic security and surveillance; sitework, utilities, drainage, landscaping and lighting; and complete mechanical, electrical, plumbing, fire-protection, and related building systems. Final program requirements will be established through the design and program-validation process.

- **Rapid Build Delivery and Schedule:** The CM shall organize and perform its services to support completion of the Accelerated Housing Component within sixteen (16) to eighteen (18) months after award of the CMAR contract. The CM shall develop and maintain a separate, detailed CPM schedule for the Accelerated Housing Component incorporating design, permitting, procurement, early-release packages, off-site fabrication where applicable, site construction, commissioning, activation, and closeout.

The CM shall work collaboratively with the County, Program Management Team, and Design Professional to identify and evaluate innovative building systems, construction methodologies, prefabrication opportunities, and rapid-build delivery strategies, including approaches that allow off-site fabrication and on-site construction to proceed concurrently.

- **Packaging and Procurement:** The CM shall identify required fast-track, early-release, long-lead, trade, and/or GMP packages necessary to achieve the accelerated schedule. Packaging recommendations shall identify required design decision dates, permitting requirements, procurement durations, fabrication durations, interfaces among packages, and associated cost and schedule risks.
- **Concurrent Delivery:** The Accelerated Housing Component shall proceed concurrently with the Special Purpose Facility. The CM shall provide sufficient management, preconstruction, estimating, scheduling, procurement, field supervision, and other

resources to advance both components without delaying or adversely affecting the schedule or targeted completion of either component.

- **Cost Control and GMP Development:** The CM shall separately track the Accelerated Housing Component's cost model, estimates, value-engineering recommendations, scope decisions, contingencies, allowances, escalation, procurement status, commitments, forecast-at-completion, and GMP development. The preliminary construction budget for the Accelerated Housing Component is approximately \$150 million.

Cost estimates, schedules, procurement records, and GMP documentation for the Accelerated Housing Component shall be separate from, or clearly segregated within, corresponding documentation for the Special Purpose Facility so that the County can independently evaluate the cost, schedule, and performance of each component.

The County reserves the right, in its sole discretion, to **accept, reject, or require revisions** to the GMP Packages. Submission of GMP Packages does not obligate the County to accept the GMP or to authorize Construction Services.

3.3.2 Construction Services

Construction Services shall be performed only upon execution of a GMP Amendment. Upon authorization, the CM shall provide all labor, materials, equipment, supervision, coordination, and management necessary to construct the Project in accordance with the Contract Documents.

Construction Services shall include, but are not limited to:

- Day-to-day construction management and site supervision
- Implementation of approved safety, security, and quality control programs
- Management of subcontractors, suppliers, and vendors
- Schedule monitoring, updates, and recovery actions
- Cost control, progress payment review, and change management
- Coordination with the County, Program Management Team, Design Professional, inspectors, and regulatory authorities
- Maintenance of project documentation, including RFIs, submittals, and reports
- Development and maintenance of as-built documentation
- Coordination of inspections, testing, and commissioning
- Project closeout, including punch list completion, warranties, training, and turnover

The CM shall recognize that this Project is located within an active detention campus and shall implement measures necessary to maintain safety, security, and operational continuity throughout construction. These measures shall include, but are not limited to:

- Compliance with all County and facility-specific security protocols
- Coordination of access, escorts, and restricted areas
- Sequencing and phasing to minimize disruption to jail operations
- Protection of staff, occupants, and the public
- Coordination with County security personnel and facility management

The CM shall coordinate its services with those provided by others retained by the County, including the Program Management Team, Design Professional, specialty consultants, inspectors, and testing agencies. The CM shall cooperate fully with these parties and shall not impede their performance.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer's responses to the criteria described below.

The Technical Proposal shall be arranged and include content as described below:

Cover Letter

Section 1: Executive Summary

The executive summary shall include the following information:

1. Provide the legal name of the entity responding to this proposal.
2. Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc.).
3. Include a summary of the Proposer's understanding of the project's objectives, risks, and constraints.
4. Include a brief description of why the Proposer is uniquely qualified to deliver the CM services of this project.
5. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
6. Identify office from which project will be managed and this office's proximity to the project site.
7. Provide general information about the firm's personnel resources, including disciplines and numbers of employees and locations and staffing of offices.

Section 2: Technical Approach

Describe the Proposer's overall approach to delivering the Project in accordance with the Scope of Work. Responses shall demonstrate practical experience, judgment, and an understanding of the County's expectations. At a minimum, address the following:

1: Collaboration, Governance, and Risk Management

- a) Describe the Proposer's approach to working collaboratively with the County, Program Management Team, Design Professional, and other stakeholders, including governance, decision-making, approvals, documentation, and communication protocols.
- b) Demonstrate understanding of the Project's active detention environment, including safety, security, logistics, phasing, cost, schedule, regulatory, and operational risks, and describe strategies to mitigate those risks throughout pre-construction and construction.

2: Pre-Construction, Cost, Schedule, and Procurement Strategy

- a) Describe the Proposer's approach to pre-construction services, including design coordination, constructability and maintainability reviews, cost estimating, schedule development, and regular updates as design progresses.
- b) Explain the methodology for developing an open-book cost model and complete GMP Package, including assumptions, contingencies, allowances, escalation, unresolved scope issues, GMP revisions, and long-lead procurement.
- c) Describe the CPM scheduling approach, trade packaging strategy, subcontractor competition, early release packages, and methods for managing or recovering schedule without compromising safety, quality, or compliance.

3: Construction Execution, Quality, Closeout, and Warranty

- a) Describe the Proposer's approach to site logistics, staging, access control, safety management, and security coordination within an active detention environment.
- b) Explain construction-phase management, including staffing, lines of authority, coordination with the County, Program Management Team, and Design Professional, change management, cost control, progress payment review, and documentation systems.
- c) Describe quality control, RFIs, submittals, mockups, inspections, testing, punch list management, closeout documentation, training, turnover, and warranty administration.

4: Accelerated Housing Component

The Technical Proposal shall separately address the Proposer's approach to delivering the Accelerated Housing Component. At a minimum, the response shall address:

- a) understanding of the 16-to-18-month delivery objective and key schedule risks;
- b) proposed staffing and resources to manage the Accelerated Housing Component concurrently with the Special Purpose Facility;
- c) fast-track design coordination, permitting, trade packaging, procurement, and early release strategy;
- d) recommended rapid-build construction methodologies and opportunities for concurrent off-site fabrication and on-site construction;
- e) long-lead material and equipment procurement;
- f) separate CPM scheduling and identification of critical County and Design Professional decision dates;
- g) cost estimating, cost control, value engineering, and management of the approximately \$150 million preliminary construction budget;
- h) site logistics, safety, security, quality-control, commissioning, activation, and closeout strategy; and
- i) measures to prevent the Accelerated Housing Component from delaying or adversely affecting the Special Purpose Facility.

Section 3: Project Team Qualifications/ Qualifications of Key Personnel

1. Provide a one (1) page Organizational Chart reflecting key personnel names and positions.
2. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager and On-Site Supervisor.
3. All proposed key personnel must have at least a minimum of three (3) years of work experience in managing, directing or executing comparable projects similar in size, scope and function.
4. The Project Manager must have a minimum of five (5) years of experience in similar related projects and at least three (3) years of experience in managing and directing comparable projects similar in size, scope and function.
5. Each resume should be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Work Experience
 - Include two (2) references for each key personnel member on similar projects.

Section 4: Relevant Project Experience

A. Prior Experience

Describe the number of years the Proposer has provided the type of work requested by the RFP. Describe specific experience your firm has in completing projects of similar size, complexity, and scope.

B. References

Provide three (3) to five (5) projects where the Proposer has performed projects similar in size and scope with entities comparable to the project within the past seven (7) years. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- The nature of the firm's responsibilities on the project.
- Project owner's representative name, addresses, e-mail and phone number. This reference should be the staff member who was in charge of the project for the owner and who your firm reported to.
- Date project was completed or is anticipated to be completed.
- Contract Delivery method
- Size of project (Construction gross square feet).
- Cost of project (Construction cost).
- Present status of project.
- Challenges encountered and how they were addressed

Proposers are advised to notify the reference that the County will be contacting them. Evaluation may be impacted if the County is unable to contact the reference.

Section 5: Availability of Key Personnel

1. Provide the number of personnel assigned to this project, and the percentage of time each will spend on this project.
2. Provide the current workload of key personnel who will be assigned to this project.
3. Provide the total number of personnel currently working for the firm.

Section 6: Local Preference

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business 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 the business' submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its proposal or bid as applicable.

The Proposer must submit one (1) of the following supporting documentation with their proposal:

- Copy of occupational tax certificate (business license) from Fulton County or a City located within Fulton County, or;
- Copy of a lease or rental agreement, or;
- Proof of ownership interest in a location within the geographical boundaries of Fulton County.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Section 7: Service-Disabled Veterans Preference

Service-Disabled Veterans Business Enterprise Preference is given to businesses that are independent and continuing operations for profit, performing commercially useful functions, and which is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who have been honorably discharged, designated as such by the United States Department of Veterans Affairs.

In order to receive the SDVBE Preference points the Proposer must complete and submit Form I, Service-Disabled Veterans Preference Affidavit located in Section 5 of this RFP certifying under oath that it is eligible to receive the SDVBE preference points. The Service-Disabled Veteran Business Enterprise ("SDVBE") must be certified as such by the County's Office of Contract Compliance.

Section 8: Cost

The Cost Proposal shall separately identify all fees, rates, percentages, General Conditions costs, Pre-Construction Services costs, Construction Services costs, and other cost elements requested by the Cost Proposal Form for:

A. Special Purpose Facility

B. Accelerated Housing Component

Costs associated with the Accelerated Housing Component shall not be combined with, embedded in, or conditioned upon costs proposed for the Special Purpose Facility. Where personnel, services, or expenses are anticipated to support both components, the Proposer shall clearly identify the proposed allocation methodology.

For purposes of the Cost Proposal evaluation, the evaluated Cost Proposal shall be the combined cost of the Special Purpose Facility Fee Proposal plus the Rapid Build (Accelerated Housing) Fee Proposal.

The Proposer with the lowest Cost Proposal will receive the full 10 points. For Proposers with the second, third, fourth, etc., their Cost Proposal will be divided into the lowest cost and multiplied by 10, the total points allowed for cost.

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

Lowest cost submitted

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

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

Section 9: Proposer Financial Information

It is the policy of the County to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

- a. Provide your firm's most recent balance sheets.
- b. Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a

financial institution.

- d. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

Section 10: 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 5, Proposal Forms, Form D.

Section 11: Safety Qualifications -Please see the Safety Qualifications Form in Section 13, Exhibits, Exhibit G, complete and return with your proposal submittal.

1. List your firm's Incidence Rate for injuries and illnesses and numbered lost workdays for the three most recent years.

Year	Incidence Rates	Lost Workdays	Cumulative hours worked

2. List your firm's Insurance Experience Modification Factors/Rates for the three most recent years.

Year	Insurance Modification Factors/Rates

3. Number of Injuries and Illnesses: (From the prior year OSHA 200/300 Log)

Number of lost workday cases	
Number of restricted workday cases	
Number of cases with medical attention only	
Number of fatalities	

4. Tell us about the following, and provide a brief example/explanation of each:

	Yes	No
Do you have a written Safety and Health Program?		
Do you have an Orientation Program for new hires?		
Do you have a Hazard Communication Program?		
Do you hold Toolbox safety meetings?		
Do you conduct and document project safety and health audits/inspections?		

In the previous three (3) years, has your firm been cited for serious state or federal safety and health violations? (As defined by OSHA). If yes, please provide a detailed explanation.		
---	--	--

3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal is provided in Excel format, including all worksheets, for your CMAR firm, team, or joint venture to complete, and must be uploaded electronically via BidNet direct. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal and shall include hourly rates of CM’s proposed staff for both the Pre-Construction and Construction Phases.

Section 2 - Completed Cost Proposal Forms

See Section 5 for the Cost Proposal Forms.

SECTION 4 – EVALUATION PROCESS

This section briefly describes the process for evaluating the RFP responses submitted for this project.

4.1 EVALUATION COMMITTEE

Selection will include an analysis of the RFP responses submitted by an Evaluation Committee composed of County personnel who will review the submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4.4.

4.2 EVALUATION AND SELECTION PROCESS

The evaluation process will include a review of each submittal to verify responsiveness in accordance with Section 4.3 of the RFP.

To assist in the evaluation of the RFP responses, the Evaluation Committee may in its sole discretion:

Seek clarification or supplementary information from any or all Respondents and consider such clarifications and supplementary information in the evaluation of the RFP responses; and

Evaluation Criteria	Weight
Technical Approach	30%
Project Team Qualifications	20%
Relevant Project Experience	20%
Availability of Personnel	13%
Local Preference	5%
Service-Disabled Veterans Preference	2%
Cost Proposal	10%
Total	100%

Conduct reference checks relevant to any or all of the references cited in a Response to verify any and all information regarding a Respondent.

Conduct oral interviews/presentations to further clarify and confirm understanding of the proposer's knowledge of the full scope of the project.

4.3 RESPONSIVENESS REVIEW

The Proposer shall submit a RFP response that provides all the information required in accordance with this RFP. If the Proposer does not fully comply with these requirements, the County may deem the RFP response non-responsive, in which case the Proposer will be disqualified. The County may consider a RFP response non-responsive and the Proposer disqualified if the RFP response is not submitted in the format specified in this RFP; if the RFP response does not meet the requirements of the RFP or if the RFP response is incomplete.

4.4 EVALUATION SELECTION CRITERIA

Proposals will be evaluated using a 100-point scale. The evaluation criteria and relative weight listed below will be used to evaluate the proposals submitted in response to this RFP:

4.5 NOTIFICATION OF SELECTION

Upon completion of the evaluation of RFP responses, the County shall notify the Proposers in writing of the firm selected.

SECTION 5 – COST PROPOSAL FORM

The Cost Proposal Form must be completed and uploaded electronically via BidNet at www.bidnet.com.

SECTION 6 – GENERAL CONDITIONS

00700-1 FAMILIARITY WITH SITE

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

00700-2 CONTRACT DOCUMENTS

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

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

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

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

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

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

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

Drawings and Specifications:

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

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

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

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

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

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

00700-3 DEFINITIONS

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

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

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

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

Project Manager - shall mean the individual designated in writing, by the Department of Real Estate and Asset Management as the County Project 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 Design Professional 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 Management Team 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 Management Team 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 Management Team. 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.

2. 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.

3. 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 workplace, 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 workplace 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.

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

00700-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the

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

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

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

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

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

00700-78 PAYMENTS IN TRUST

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

00700-79 JOINT PAYMENTS

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

00700-80 RIGHT TO WITHHOLD PAYMENT

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or 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 CM's submission of a request for a certificate of Substantial Completion, the Design Professional shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Design Professional 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 Design Professional, the work is not substantially complete, the Design Professional shall notify the CM 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.

00700-92 SCOPE OF WORK

[See RFP Section 7 Special Conditions which includes the Scope of Work which will form Exhibit F to the Construction Management at Risk Agreement.]

00700-93 RELATIONSHIP OF PARTIES

A. CM accepts the relationship of trust and confidence established by this Agreement. CM covenants with Owner to cooperate with the Design Professional Team; to utilize CM's best skill, efforts, and judgment in furthering the interest of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of the Owner. Further, the CM acknowledges that (i) it has represented to Owner that it has specific expertise in the planning, management, and construction of large-scale, occupied detention and correctional facilities and (ii) that such representation is a material inducement to Owner to enter into this Agreement.

B. Wherever the terms of this Agreement refer to some action, consent, or approval (excluding approvals of Change Orders, Construction Change Directive, or amendments to the Contract/Agreement) to be provided by Owner or some notice, report, or document is to be provided to Owner, such reference to "Owner" shall mean Owner, Owner's staff, Owner's designee, Fulton County, County, County's staff, County's designee (to the extent such designee has been expressly authorized by Owner in writing), unless otherwise stated herein.

00700-94 CONTRACT AMOUNT

In consideration of the full and faithful performance by the CM of the covenants in the Contract/Agreement, Owner agrees to pay, or cause to be paid, to CM the following amounts (herein "Contract Amount"), in accordance with the terms of this Contract/Agreement:

A. Pre-Construction Services. For all Pre-Construction Phase Services, including but not limited to, providing value engineering services, reviewing design phase documents for constructability, assisting and meeting with Design Professionals during the various design phases, Review Reports, Site Logistic and Material Handling Plans, Phased Construction Planning and Recommendation reports, developing and maintaining schedule, assisting and participating in design charrettes, and preparing cost estimates, printing, office supplies, transportation, and Owner Transition Team Meetings, CM shall receive a fixed amount for pre-construction services as approved by the County, as the total lump sum compensation for its services. Monthly installment payment of the total lump sum compensation shall be based upon the percent completion of the designated portion of the Pre-Construction Services for each particular month and Owner's receipt of CM's written invoice for such payment, said invoice to be in a form reasonably acceptable to Owner. The final invoice shall not be submitted until either (i) the GMP Amendment is executed for the entire Work, or (ii) the parties fail to reach agreement on the GMP Amendment and Owner elects to terminate this Contract as provided in Section 00700-94.B hereafter, whichever occurs first.

B. Construction Phase. With respect to the Construction Phase Services to be provided by CM hereunder, Owner shall reimburse CM for the Cost of the Work (as that term is defined hereafter) and pay CM a fixed Construction Management Fee for the Cost of the Work. The Construction Management Fee shall be the CM's total compensation for all overhead not reimbursable as Cost of the Work under Section 00700-95, as well as CM's total profit for Construction Phase Services. CM agrees to provide Owner with a guaranteed maximum price (GMP) proposal for the total sum of the Construction Management Fee plus the Cost of the Work within seven (7) calendar days after the issuance of approximately seventy-five percent (75%) complete Construction Documents, consistent with Section 1.1 of this RFP. The GMP proposal shall be based upon the previous cost estimates provided by CM as required hereunder. Further, the GMP proposal shall be broken down into categories and level of detail required by Owner. CM agrees that all of its books, records, files, quotes, and reports with respect to its development of the GMP proposal shall be open to Owner for review and copying. The final GMP shall be mutually agreed upon by Owner and CM and shall be set forth in the GMP Amendment. CM shall provide a detailed breakdown acceptable to Owner of this GMP price proposal. For each line item in the GMP, CM shall develop and maintain a written report which identifies and explains all variances and deviations from the bid amount originally submitted for that line item, to the final line item price incorporated into the GMP. CM shall submit a minimum of five (5) quotes of qualified subcontractors for each line item and its recommendation on the trade contractor to utilize; Owner shall review and comment on the decision of the trade contractor recommended by CM. CM guarantees that in no event shall the Construction Management Fee and the total Cost of the Work exceed the GMP, except as adjusted through the Change Order process described herein.

00700-95 COST OF THE WORK

A. Costs to be Reimbursed. The term Cost of the Work shall mean all costs necessarily and reasonably incurred by CM in the proper performance of the Construction Phase Services portion of the Work. Such costs shall be General Conditions Costs, Subcontractor Costs, and Construction Management Fees.

B. Costs Not To Be Reimbursed. The Cost of the Work shall not include the following items: (i) Salaries and other compensation of CM's personnel stationed at CM's principal office or offices other than the Project site office; (ii) Expenses of CM's principal office and offices other than the Project site office; (iii) Overhead and general expenses, except as may be expressly included in subsection A above; (iv) CM's capital expenses, including interest on CM's capital employed for the Work; (v) Except as expressly provided above, costs due to the fault or negligence of CM, subcontractors, anyone directly or indirectly employed by any of them, or for those acts any of them may be liable, including, but not limited to, costs

for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work; (vi) Any costs not specifically and expressly described in subsection A above; and (vii) Costs which would cause the GMP to be exceeded (as the GMP may be adjusted pursuant to the terms herein for Change Order and Construction Change Directive).

C. Discounts, Rebates and Refunds. (i) Cash discounts obtained on payments made by CM shall accrue to Owner if (a) before making payment, CM included them in an application for payment and received payment therefor from Owner, or (b) Owner has deposited funds with CM with which to make payments; otherwise cash discounts shall accrue to CM. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to Owner, and CM shall make provisions so that they can be secured. (ii) Amounts which accrue to the Owner in accordance with subsection C(i) above shall be credited to the Owner as a deduction from the Cost of the Work. (iii) Any savings realized from the construction of the Project shall be credited to the Owner as a deduction from the Cost of the Work.

00700-96 CONTRACT TIME AND LIQUIDATED DAMAGES

a) Time is of the essence in the performance of the Work under this Contract. The "Pre-Construction Commencement Date" shall be established in a Notice to Proceed to be issued by Owner. CM shall commence the Pre-Construction Phase Services portion of the Work within five (5) calendar days after the Pre-Construction Phase Commencement Date. Any work performed by the CM prior to the Pre-Construction Phase Commencement Date shall be at the sole risk of the CM. The "Construction Phase Commencement Date" shall be established in the GMP Amendment and a separate Notice to Proceed. CM shall commence the Construction Phase Services portion of the Work within five (5) calendar days after the Construction Phase Commencement Date. No portion of the Work, with respect to the Construction Phase Services to be provided hereunder, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the "Contract Time."

b) Subject to the other provisions of the Agreement Documents, CM shall furnish such manpower, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations, and Sundays and holidays, as may be necessary to ensure the prosecution and completion of the Work in accordance with the approved and currently updated Critical Path Method (CPM) Schedule. If work actually in place falls behind the currently updated and approved CPM Schedule, and it becomes apparent from the current approved CPM Schedule that the Work will not be completed within the Agreement Time, CM agrees that it will, as necessary or as directed by the County, take some or all of the following actions at no additional cost to the County to improve its progress: (1) Increase manpower in such quantities and crafts as will eliminate, in the judgment of the County, the delay and backlog of Work; (2) Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficiently to eliminate, in the judgment of the County, the delay and backlog of Work; (3) Reschedule activities as necessary to eliminate, in the judgment of the County, the delay and backlog of Work; and (4) Any other measure required by the schedule requirements of the Special Conditions.

c) In addition, the County may require CM to submit a proposed revised CPM Schedule Recovery Plan demonstrating its program and proposed plan to make up lag in scheduled progress and to ensure completion of the Work within the Agreement Time. If the County finds the proposed plan not acceptable, the County may require CM to submit a new and/or revised plan with direction and other input from the County and Design Professional.

d) Because the Work is to be completed in two phases (pre-construction and construction phases), the timely completion of the first phase is critical to the timely completion of the second phase and, therefore, completion of the entire Project. Accordingly, CM agrees to provide the Pre-Construction Phase Services in accordance with the design schedule established pursuant to the terms of the Design Agreement. With

respect to the Construction Phase Services, the GMP Amendment shall include the date that the portion of the Work associated with the Construction Phase Services must be substantially completed by CM. The Substantial Completion date shall be established in terms of calendar days after the Construction Phase Commencement Date. In the event the CM and Owner fail to reach an agreement on the Contract Time and the Substantial Completion Date, Owner may elect to terminate this Contract/Agreement. In the event of such termination, CM shall be entitled to receive that portion of the Contract Amount attributable to the Pre-Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but CM shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not performed. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where Owner can occupy or utilize the Work for its intended purpose. The Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work has been achieved. The entire Work shall be fully completed and ready for final acceptance by Owner within 30 calendar days after the Substantial Completion date, or within 30 calendar days after CM's receipt of the punch list, whichever date occurs last.

e) It is understood and agreed that the County will sustain substantial monetary and other injury and damages, including, but not limited to, increased costs, expenses, and liabilities in the event of failure by CM to perform its Work in accordance with the Completion and any Interim Milestone Date(s) set forth in the CPM Schedule prepared in accordance with the Special Conditions. Accordingly, should CM not complete the Work, or any such portion thereof, within the date(s) required by the CPM Schedule initially approved by the Owner or Owner's Agent, as they may be adjusted pursuant to the Agreement Documents, then charges shall be assessed against any money due or that may become due CM in accordance with the following: for each calendar day that any work remains uncompleted after the time allowed for completion of the work, the CM shall pay the County the sum of \$22,500.00 per day, not as a penalty but as liquidated damages, consistent with Section 2.14 of this RFP.

The amount of such charges is hereby agreed upon as fixed liquidated damages due the County after the expiration of the Agreement Date(s) for completion specified in the CPM Schedule for the Work or portions thereof. CM and its surety shall be liable for any liquidated damages in excess of the amount due CM on the Final Payment.

f) If the CPM Schedule projects any untimely completion with unexcused delay and the County in good faith believes that retainage will be insufficient to cover the County's damages, CM agrees that the County may withhold additional funds to assure the payment of the liquidated damages owed by CM.

g) When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday, or a day made a legal holiday by the laws of Georgia, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday, or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays, and all legal holidays observed by Owner.

00700-97 OTHER WORK

1. Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility contractors or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to CM prior to starting any such other work. If CM believes that such performance will involve additional expense to CM or require additional time, CM shall send written notice of that fact to Owner and Design Professional within seven (7) calendar days of being notified of other work. If CM fails to send the above required seven (7) days' calendar notice, CM will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

2. CM shall afford each utility owner and other contractor who is party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its Work with theirs. CM shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CM shall be responsible for all damage to the work of others caused by the performance of its Work. Further, CM shall not in any way cut or alter the work of others without first receiving the written consent of that other person and Design Professional.

3. If any part of CM's work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), CM shall inspect and promptly report to Design Professional and Owner in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within seven (7) calendar days of the time the CM first became aware of the delay, defect or deficiency or by the scheduled commencement of CM's dependent Work, whichever occurs first. CM's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with CM's Work.

00700-98 INSURANCE

See Section 11.

00700-99 WAIVER OF SUBROGATION

00700-100 Not Used.

00700-101 USE OF PREMISES

1. At all times during the performance of the Work, CM shall keep all of its operations, (including, but not limited to, the use and storage of all equipment and materials), within the Project site or such other areas as may be permitted by the Contract Documents. CM shall not use the Project site in any manner that is unreasonably burdensome or otherwise inconsistent with Owner's interest. CM is responsible for any damage to any such area or to the occupant or owner thereof, or any areas contiguous thereto, resulting from the performance of the Work.

2. Except as required by the Contract Documents or otherwise required in order for CM to satisfy its safety and security obligations under the Contract Documents, CM shall not erect or install, nor shall it permit any of its subcontractors, suppliers, sub consultants or any other party for whom it is legally responsible to erect or install, any signage upon the Project site or any other property of Owner, unless such signage has been expressly approved in writing by Owner, which approval may be withheld by Owner in its sole discretion.

3. CM acknowledges that Work may be performed at a particular Project Site where Owner simultaneously is conducting and continuing its operations upon the same site. In such event, CM shall coordinate its Work so as to cause no unreasonable interference with or disruption to Owner's operations.

4. Owner may take early occupancy of all or any portions of the Work, at Owner's election, by designating in writing to CM the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified at the time the GMP was established and such early occupancy negatively impacts CM's cost or time of performance, CM shall be entitled to an equitable adjustment to the Contract Amount and Contract Time, all in accordance with the other terms and conditions of the Contract Documents.

00700-102 PROJECT MEETINGS

1. Prior to the commencement of Work, CM shall attend a preconstruction conference with Owner and Design Professional and others as appropriate to discuss the Master Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, CM shall attend any and all meetings convened by Owner or Design Professional with respect to the project, when directed to do so by Owner or Design Professional. CM shall have its subcontractors and suppliers attend all such meetings (including preconstruction conference) as may be directed by Owner or Design Professional.

00700-103 AUDITING RIGHTS

1. CM shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later or such longer period of time as may be required by law. CM shall require all of its subcontractors to likewise retain all of their Project Records and supporting documentation. Owner, and duly authorized agents or representatives of Owner, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by Owner. Further, Owner, and any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all of CM's and any subcontractor's project records and documentation as often as they deem necessary and CM shall cooperate in any audit, inspection, or copying of the documents. These access, inspection, copying and auditing rights shall survive the termination of this Contract.

3. This article (00700-103), including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.

00700-104 Not Used.

00700-105 Not Used.

00700-106 CHANGED CONDITIONS

Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by CM as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then CM shall provide Owner with prompt written notice thereof before conditions are disturbed and in no event later than seven (7) calendar days after the first observance of such conditions. Owner and Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in CM cost of, or time required for, performance of any part of the Work, Owner will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both for such Work. If Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents or not of unusual nature or should have been discovered by CM as part of its investigative services, and that no change in the terms of the Contract/Agreement is justified, Owner shall so notify CM in writing, stating its reasons. Claims by CM in opposition to such determination by Owner must be made within seven (7) calendar days after CM's receipt of Owner's written determination notice. If Owner and CM cannot agree on an adjustment to the Contract Amount or Contract Time, the dispute resolution procedure set for in the contract documents shall be complied with by the parties.

00700-107 Not Used.

00700-108 Not Used.

00700-109 Not Used.

00700-110 Not Used.

INDEX

Safety Qualifications Form

Safety Qualifications: Provide the Average Lost Workday Incident Rates and Average Recordable Incident. Rates in the spaces provided, using data from the past three (3) years. Also provide the most recent Experience Modification Rate in the space provided. The minimum acceptable standard for these indices must be met in order for a Proposer to be judged to be qualified. Additionally, the Proposer is required to submit copies of OSHA Form No. 300, Log of Work-Related Injuries and Illnesses, and OSHA Form No. 300A, Annual Summary of Work-Related Injuries and Illnesses, for the past three (3) years and to provide Proposer's worker's compensation insurance carrier information under the provisions of this section.

The Average Lost Workday Incident Rate (**LWIR**) and the Average Recordable Incident Rate (**RIR**) are requested for evaluation of the safety history relating to the Proposer's construction operations only. Home office staff labor hours and the corresponding injury and illness figures for home office staff shall not be included in the calculation of these rates. Similar information for parent companies, subsidiaries, or other company divisions not directly engaging in construction activities shall not be considered in these rate calculations. All data used in the calculations shall be specific to the contracting entity listed on page 4; inclusion of data from major subcontractors or other sub-tier contractors is not acceptable.

The Experience Modification Rate (**EMR**) is established by CMAR's worker's compensation insurance carrier and is based on the CMAR's loss history. Proposers are to provide their Intrastate EMR, which is used for evaluation of contractors in the State of Georgia. Provide all requested information in the spaces provided below.

Important Note: Small proposers that have less than ten employees and report an average Total Employee Hours Worked that is less than 20,000 hours, are not required to report recordable incidents and lost workday incidents for their Proposers herein. Instead, these Proposers shall submit their most current year of Intrastate EMR or a copy of their worker's compensation insurance carrier's documentation of their most current year of Intrastate EMR.

- A. **Average Lost Workday Incident Rate (LWIR).** Calculate Proposer's LWIR for the past three (3) complete years. The lost workday information is listed on Proposer's OSHA Form Nos. 300 and 300A and is available from Proposer's worker's compensation insurance carrier.

$$\text{LWIR} = \frac{\text{Total number of lost workday incidents} \times 200,000}{\text{Total employee hours worked}}$$

Year	Lost Workday Incidents	Total Employee Hours Worked	Lost Workday Incident Rate
1-20__			
2-20__			
3-20__			
Total			

- B. **Average Recordable Incident Rate (RIR).** Calculate Proposer's RIR for the past three (3) complete years. The Incident Rate information is listed on Proposer's OSHA Forms Nos. 300 and 300A and is available from Proposer's worker's comp. insurance carrier.

$$\text{RIR} = \frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employee hours worked}}$$

Year	Recordable Incidents	Total Employee Hours Worked	Recordable Incident Rate
------	----------------------	-----------------------------	--------------------------

1-20__			
2-20__			
3-20__			
Total			

- C. **Experience Modification Rate (EMR).** Enter Proposer's EMR for the most recent year (this information is provided by Proposer's worker's compensation insurance carrier).

Year	EMR
20__	

Name of Worker's Comp. Insurance Carrier(s): _____

Address: _____

Agent Name: _____ **Telephone No.:** _____

In addition to the information provided above, submit copies of Proposer's OSHA Form No. 300, Log of Work-Related Injuries and Illnesses, and OSHA Form No. 300A, Annual Summary of Work-Related Injuries and Illnesses, covering the past three (3) complete years.

Page intentionally left blank

AFFIDAVIT

By signing below, Proposer certifies and declares under penalty of perjury under the laws of the State of Georgia that the foregoing is true and correct.

SIGNATURE OF AN INDIVIDUAL

Executed this _____ day of _____, _____ in the
(Day) (Month) (Year)

City of _____, County of _____,
State of _____

Signature of Submitter _____
an individual, doing business as _____

SIGNATURE OF A PARTNER

Executed this _____ day of _____, _____ in the
(Day) (Month) (Year)

City of _____, County of _____,
State of _____

Signature of Submitter _____
a partner of _____
(Name of Proposer)

SIGNATURE OF AN OFFICER OF A CORPORATION

Executed this _____ day of _____, _____ in the
(Day) (Month) (Year)

City of _____, County of _____,
State of _____

Signature of Submitter _____
an officer with the title of _____ of _____
(Title of Corporation Officer) (Corporation Name)

SUBJECTGENERAL CONDITION ARTICLE #

Administration of Contract	17
Applicable Law	7
Assignment	13
Blasting and Excavation	26
Changes	87, 88
Clean Site	29
Codes	4
Commencement of Work	49
Contract Documents	2
Contractor's Representative	66
Defective Work	31, 32
Definitions	3
Delay	51, 52, 54, 55
Extension of Time	52, 53, 54
Familiarity of Time	1, 22
Final Payment	84
Governing Law	86
High Voltage Lines	27
Inclement Weather	53
Indemnification	15
Inspections	23, 61, 62, 68, 69
Interruption	48
Licenses	8
Liquidated Damages	46, 48
New Materials	33, 63
Notices	24
Payment	72, 73, 75
Payment of Subcontractors	75, 76
Payment Upon Substantial Completion	82, 84
Payroll Reports	65
Permits	8
Progress Payments	72, 73, 77, 78, 79, 80
Protection of Work	30, 64
Records Inspection	45

Retainage	11, 74
Safety	25
Scaffolding and Staging	28
Scheduling	70
Service of Process	14
Stop Work Order	37
Subcontractors	67, 76
Substantial Completion	81
Suspension	48
Supervision of Work	16, 66
Surety's Responsibility	17
Taxes	9, 10
Termination for Cause	38, 44, 47
Termination for Convenience	39, 40, 41
Time of the Essence	50
Warranties	33, 34, 35, 36
Work Behind Schedule	56

EXHIBIT A
FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

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

Signature

Title

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

Notary Public

:

My Commission expires

END OF SECTION

SECTION 7 – SPECIAL CONDITIONS

To be Issued by Addendum.

SECTION 8 – BONDING REQUIREMENTS

See Section 2, Instruction to Proposer, 2.14 Insurance and Risk Management Provisions, Bonding Requirements for Bid, Payment and Performance Bond requirement instructions. The Bid, Payment and Performance Bond Forms are provided for your review. The PDF Fillable Bid, Payment and Performance Bond Forms are included in Exhibit 1, Purchasing Forms.

Enclosed is a Bid Bond in the approved form, in the amount of _____
_____ Dollars

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

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 20__

ATTEST:

PRINCIPAL

(SEAL) BY _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL) BY _____

END OF SECTION

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 obligations 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)

SECTION 9 – PROPOSAL FORMS

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms provided in Exhibit 9, Purchasing Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Forms.

FORM A: Georgia Security and Immigration Contractor Affidavit and Agreement

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

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

Instructions:

In the event that your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

FORM C1: Georgia Utility Contractor's License

FORM C2: Georgia Contractor's License

FORM C3s: Professional License

Proposer and any subcontractor(s) performing work required by state law to be licensed shall complete and submit Form C3 and attach a copy of their license(s) for the work they will perform on this project

FORM D: Disclosure Form and Questionnaire

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

FORM E: Local Preference Affidavit of Bidder/Proposer

Proposer shall complete and submit **Form E** and submit the supporting documentation required, which certifies that the Proposer is eligible to receive local preference points.

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

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.

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)

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: 26RFP080326K-JA CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR
THE FULTON COUNTY JAIL SPECIAL PURPOSE FACILITY PROJECT**

PROJECT SPECIFIC REQUIREMENT: Mandatory 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 (Subcontracting Level)

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://www.atlantaga.gov/government/mayor-s-office/executive-offices/office-of-contract-compliance>

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://www.sba.gov/>

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

_____	_____
Title	Firm 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: _____

TITLE: _____

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 _____

ITB/RFP Name & Number: _____

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

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

\$ _____ Or _____ %

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.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

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

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this 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:** _____

Business or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

SECTION 11 - INSURANCE AND RISK MANAGEMENT PROVISIONS

SECTION 11

Insurance and Risk Management Provisions

26RFP080326K-JA

CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE FULTON COUNTY JAIL SPECIAL PURPOSE FACILITY PROJECT

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 Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). 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.

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

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

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

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

Bodily Injury and Property Damage Liability	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

Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

4. UMBRELLA LIABILITY

(In excess of above noted coverages)	Each Occurrence	\$5,000,000
--------------------------------------	-----------------	-------------

5. PROFESSIONAL LIABILITY/ (E&O)	Per Claim/Aggregate	\$5,000,000/\$5,000,000
---	---------------------	-------------------------

6. CYBER LIABILITY	Per Claim/Aggregate	\$3,000,000/\$3,000,000
---------------------------	---------------------	-------------------------

Policy shall include coverage for losses arising from the breach of information, security, and privacy and intentional/unintentional release of private information. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. In the event of a breach, Contractor/Vendor must notify Fulton County Government within 30 days of notification.

7. Contractors Pollution Liability (Professional or Contractors Pollution)	\$2,000,000
---	-------------

8. 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 CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

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

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

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

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

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

Important:

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

USE OF PREMISES

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

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, 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.

SECTION 12 – SAMPLE CONTRACT

12.1 FULTON COUNTY CONTRACTUAL REQUIREMENTS – BACKGROUND

As a government entity, Fulton County Government (“County”) is governed by a number of statutes, rules, policies and requirements that may restrict or prevent the County from entering into certain types of contracts or certain contractual terms and conditions, some of these requirements are non-negotiable.

12.2 CONTRACT TERMS AND CONDITIONS

The County intends to execute a contract substantially similar to the Sample Contract provided. The Contractor/Consultant must comply with the terms and conditions set forth in the Sample Contract. No changes to the terms and conditions will be permitted without prior written approval from the County’s Purchasing Agent. The Sample Contract is attached for your review. Proposed terms and conditions that conflict with those contained in the attached Sample Contract or that diminish the County’s rights under the contract shall be considered null and void and will not be considered.

12.3 CONTRACTUAL TERMS AND CONDITIONS – NO MATERIAL CHANGES

12.3.1 Indemnification and Insurance

The Finance Department, Risk Management Division is responsible for establishing guidelines for indemnification and insurance provisions in County contracts. The indemnification and insurance requirements contained in the attached contract are pursuant to those guidelines. The County shall not be deemed to have accepted any alteration of these provisions without prior written approval to the Proposer from the County.

Indemnification

Indemnification is a contractual clause by which one party to a contract asks the other party to defend it against any claims or third parties who might be injured as a result of something that occurs while the parties are performing their duties and obligations under the contract. In accordance with Georgia law, the County cannot enter into agreements indemnifying Contractors/Consultants, or any other entity, against third party claims. Be advised that the County will not agree to clauses to indemnify a Contractor/Consultant “to the extent permitted by law.”

Insurance

Upon receipt of the Notice of Intent to Award, the successful Proposer must obtain the required insurance coverage and provide the County with proof of coverage prior to contract approval. The coverage must be satisfactory to the County as outlined in Section 7, Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions of this RFP.

12.3.2 Limitation of Liability

The County is prohibited from limiting direct damages, including those resulting from property damage or personal injury. Any request by an Proposer to the County to limit direct damages will not be considered.

12.3.3 Waivers of Jurisdiction and Venue

The County will not consider requests or contractually agree to change the jurisdiction or be subject to the laws of another state or federal courts.

12.3.4 Alternative Dispute Resolution/Mediation

The County will not consider requests or contractually agree to include alternative dispute methods.

12.3.5 Confidentiality

Fulton County Government and all of its agencies are subject to the State of Georgia public record laws. The County cannot agree to contractual terms that attempt to prevent it from having to disclose records that are declared public records under applicable statutes.

12.4 EXCEPTIONS TO THE COUNTY'S CONTRACT

As noted in Section 2, Instructions to Proposers, 2.25, if an Proposer takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Proposer's proposal clearly marked as "Exceptions."

The County shall be the sole determiner of the acceptability of any exception(s).

SECTION 13 – EXHIBITS

Exhibit 1: Purchasing Forms

- a. Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
- b. Form B: Georgia Security and Immigration Subcontractor Affidavit
- c. Form C1: Georgia Utility Contractor's License
- d. Form C2: General Contractor's License
- e. Form C3: Professional Licenses
Electricians, Plumbers, Conditioned Air Contractors, Low voltage Contractors
- f. Form D: Offeror's Disclosure Form and Questionnaire
- g. Form E: Local Preference Affidavit of Bidder/Offeror
- h. Form F: Service-Disabled Veterans Preference Affidavit of Bidder Offeror
- i. Exhibit A: Promise of Non-Discrimination Contract Compliance
- j. Exhibit B1: Schedule of Intended Subcontractor Utilization
- k. Exhibit B2: Subcontractors & Suppliers Form
- l. Exhibit C: Subcontractor Contact Form
- m. Exhibit D: Insurance and Risk Management Signature Page
- n. Exhibit E: Bid, Payment and Performance Bond Forms
- o. Exhibit F: Non-Disclosure Agreement (NDA)
- p. Exhibit G: Safety Qualifications Form

SECTION 9 – EXHIBITS

Exhibit 1: Purchasing Forms

- a. Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
- b. Form B: Georgia Security and Immigration Subcontractor Affidavit
- c. Form C: Professional License
- d. Form D: Disclosure Form & Questionnaire
- e. Form E: Exhibit A: Promise of Non-Discrimination
- f. Form F: Exhibit B1: Schedule of Intended Subcontractor Utilization
- g. Exhibit B2: Subcontractors & Suppliers Form
- h. Exhibit C: Subcontractor Contact Form
- i. Insurance and Risk Management Signature Page



**FULTON
COUNTY**

FORM A: GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Project No. and Project Title:	

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number (EEV/E-Verify Company Identification
Number)

Date of Authorization

Authorized Officer or Agent
(Name of Contractor)

**I hereby declare under penalty of
perjury that the foregoing is true and
correct**

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20 ____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**



FORM B: GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Project No. and Project Title:	

SUBCONTRACTOR AFFIDAVIT

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

Federal Work Authorization User Identification
Number (EEV/E-Verify Company Identification
Number)

Date of Authorization

Authorized Officer of Agent
(Name of Subcontractor)

**I hereby declare under penalty of
perjury that the foregoing is true and
correct**

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20 ____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

FORM C: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name:

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

Professional License Type:

Professional License Number:

Expiration Date of License:

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

Signed:

Date:

(ATTACH COPY OF LICENSE)