

**MINUTES
GEORGIA WORLD CONGRESS CENTER AUTHORITY
BOARD OF GOVERNORS MEETING
AUTHORITY BOARD ROOM
JANUARY 28, 2020
12:30 p.m.**

The following thirteen out of fifteen Board members were present:

Steve Adams	Andrew MacCartney
David Allen	Jeff Payne
Don Balfour	Bill Rice
Laura Boalch	Brian Robinson
Stan Conway	Bill Russell
Glenn Hicks	Dexter Warrior
Bill Jones	

Chair Russell called the meeting to order at 12:32 p.m.

A motion to approve December 3, 2019 meeting minutes was made by Glenn Hicks, seconded by Don Balfour and unanimously approved.

20, 25, 30 and 35-Year EMPLOYEE RECOGNITION

Frank Poe called Chief Operations Officer, Kevin Duvall, and Chief Administration Officer, Jennifer LeMaster to recognize the 20, 25, 30, and 35-year employees.

20 Year

Ajit Podder, Facility Operations

25 Year

Juan Smith, Purchasing

30 Year

Barry Boatfield, Facility Management

35 Year

Gary Bowen, Facility Management

DECEMBER FINANCIAL REPORTS

Frank Poe, Executive Director, called on Janet Arsenault for the review of the December financial reports.

NORTHWEST MUTUAL AGREEMENT INFORMATION

Pargen Robertson, GWCCA Legal Council provided the Board with a brief review of the final terms on the Northwest Mutual Agreement which were previously approved by GSFIC and GWCCA Boards.

MBS-BENZ STADIUM 2020 PROPOSED MAINTENANCE PLAN, CAPITAL IMPROVEMENT PLAN, AND SUBMITTED EXPENSE BUDGET

Greg Beadles, EVP/CFO, Justin Antonacci, Director-Finance, MBS, Dietmar Exler, COO, and Scott Jenkins, General Manager, MBS, presented the 2020 Proposed Maintenance Plan, Capital

Improvement Plan and Submitted Expense Budget.

ACVB FY20 Business and Financial Plan – (Action Item)

William Pate, President of the Atlanta Convention & Visitors Bureau (ACVB) and Gregory Pierce, Chief Financial Officer of the ACVB, presented to the Board for Action the ACVB 2020 Business and Financial Plan.

A motion to approve the ACVB FY20 Business and Financial Plan was made by David Allen, seconded by Bill Rice and unanimously approved.

INCLEMENT WEATHER BRIDGE RENOVATIONS

Otto Johnson, Director, Project and Program Management provided the Board with an overview of the Inclement Weather Bridge Renovations project background, scope of work and funding.

A motion was made by Brian Robinson, seconded by Jeff Payne and unanimously approved to pass the Resolution, a copy of which is attached as Exhibit A.

BUILDING C TERRAZZO REPLACEMENT

Otto Johnson, Director, Project and Program Management presented a detailed overview of the Terrazzo flooring issues occurring in Building C along with short term solutions used to minimize liabilities.

A motion was made by Glenn Hicks, seconded by Stan Conway and unanimously approved to pass the Resolution, a copy of which is attached as Exhibit B.

A motion to move into Executive Session for the purpose attorney-client privileged communications under O.C.G.A. 50-14-2 regarding Doyle Dickerson - Terrazzo case was made by David Allen, seconded by Jeff Payne and unanimously approved. The affidavit required under O.C.G.A. 50-14-4(b)(1) is attached as Exhibit C.

A motion to move out of Executive Session and reconvene the Regular GWCCA Board of Governors Meeting was made by Andrew MacCartney and seconded by Stan Conway and unanimously approved.

The next meeting is on Tuesday, February 25, 2020.

With no further business to discuss, a motion to adjourn was made by Steve Adams, seconded by Bill Jones, and unanimously approved.

RESPECTFULLY SUBMITTED:

APPROVED:

DEBORAH WADDY
ASSISTANT SECRETARY

BRIAN DANIEL
SECRETARY

**A RESOLUTION
OF
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
REGARDING
INCLEMENT WEATHER BRIDGE CONTRACTOR SERVICES AGREEMENT**

WHEREAS, the Geo. L. Smith II Georgia World Congress Center Authority (the “Authority”) owns and operates the convention and tradeshow facility known as the Geo. L. Smith II Georgia World Congress Center, Centennial Olympic Park, and other facilities; and

WHEREAS, pursuant to O.C.G.A. § 10-9-4(a), the general purpose of the Authority is to acquire, construct, equip, maintain, and operate the project, including but not limited to the Georgia World Congress Center, Centennial Olympic Park, and other facilities, in whole or in part, directly or under contract with the Department of Economic Development or others, and to engage in such other activities as the Authority deems appropriate to promote trade shows, conventions, and political, musical, educational, entertainment, recreational, athletic, or other events and related tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, commercial, and natural resources of the State of Georgia by those using the project or visiting the state or who may use the project or visit this state; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(5), the Authority has the power to acquire, by purchase, gift, lease, or otherwise; to own, hold, improve, and use; and to sell, convey, exchange, transfer, lease, sublease, and dispose of real and personal property of every kind and character, or any interest therein, for its corporate purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(6), the Authority has the power to make all contracts and to execute all instruments necessary or convenient to its purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-7 the management of the business and affairs of the Authority shall be vested in the Board of Governors, and the Board of Governors shall have the power to make bylaws, rules, and regulations for the operation, management, and maintenance of the Georgia World Congress Center, Centennial Olympic Park, and all other projects and properties of the Authority or as may be under the management and control of the Authority; and

WHEREAS, pursuant to O.C.G.A. § 10-9-15(a), the Authority is required to operate the project so as to ensure its maximum use, and in connection with and incident to the operation of the project the Authority may engage in such activities as it deems appropriate to promote trade shows, conventions, and tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, and natural resources of the State of Georgia by those using or visiting the project; and

WHEREAS, pursuant to Section 14 of Article VII of the Authority’s Bylaws, except to the extent such authority is conferred upon the Executive Director or other officers of the Authority under or pursuant to the Bylaws, no officer or employee of the Authority is authorized to enter into any written or oral agreement binding upon the Authority; and

WHEREAS, Multiplex LLC Construction Company (“Contractor”) seeks to furnish all labor, material, tools and equipment to effect improvements to the Authority’s inclement weather bridge on a contract basis on terms and conditions agreed upon by the parties; and

WHEREAS, the Authority apprehends that contracting for such services is consistent with the corporate purposes and mission of the Authority and the Authority’s sound business practices; and

WHEREAS, pursuant to Section 5 of Article VII of the Authority’s Bylaws, the Executive Director is authorized to execute contracts related to the operation, in the ordinary course of business, of the Project, including contracts for the use of the Authority’s facilities, equipment, and services, but subject to the Bylaws and any policies, forms, and schedules as may be adopted or approved by the Board or Executive Director governing such contracts, and also to sign and execute other contracts in the name of the Authority when authorized to do so by resolution of the Board and to sign and execute contracts in the name of the Authority which are authorized by the Board when no other officer is designated by the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that the Executive Director is authorized, though not required, to execute and deliver, in substantially similar form to the one attached hereto as Exhibit A, but subject to the occurrence or satisfaction of any and all applicable contingencies, terms and conditions, an agreement with Multiplex LLC Construction Company (“Contractor”) to furnish all labor, material, tools and equipment to effect improvements to the Authority’s inclement weather bridge on a contract basis on terms and conditions agreed upon by the parties, but only so long as such agreement complies with applicable law and, in the judgment of the Executive Director, is consistent with the corporate purposes and mission of the Authority and the Authority’s sound business practices.

BE IT FURTHER RESOLVED that the Executive Director is authorized to take any and all actions, to execute and deliver any and all documents, agreements, certificates and instruments and to take any and all steps deemed by the Executive Director to be necessary or desirable to consummate the execution of an agreement for such services and to carry out the purpose and intent of the foregoing resolution, and all actions heretofore taken in furtherance thereof are hereby ratified and confirmed in all respects.

ADOPTED this 28th day of January, 2020.

Bill Russell, Chair, Board of Governors
Geo. L. Smith II Georgia World Congress Center Authority

Attest: _____
Dale Aiken, Assistant Secretary

{ Authority Seal }

EXHIBIT A

A draft of Agreement follows this page.
(28 Pages)

ASSIGNMENT ORDER

CONTRACT #GWCC122019SLF - TASK ORDER FOR INCLEMENT WEATHER BRIDGE

THIS AGREEMENT is made the ____ day of JANUARY, 2020, by and between the Georgia World Congress Center Authority, an Authority of the State of Georgia, (hereinafter, called “THE OWNER” or “Owner”), with a place of business at 285 Andrew Young International Blvd. N.W., Atlanta, Georgia 30313 and Multiplex LLC Construction Company (hereinafter, called the “Contractor”), whose mailing address is 3505 Koger Blvd. Suite 210, Duluth, Georgia, 30096.

WITNESSETH:

WHEREAS, THE OWNER has the authority to make contracts and to execute all instruments necessary or convenient, as well as the authority to employ such other experts, agents and employees as may be in the THE OWNER’s judgment necessary to carry on properly the business of the THE OWNER; and

WHEREAS, THE OWNER and Contractor are parties to an active and valid Task Order Contract for General Construction Services;

NOW, THEREFORE, The Owner and the Contractor in consideration of the mutual promises and benefits flowing to the parties hereto as hereinafter stated, agree as follows:

1. **SCOPE OF WORK** - The Contractor shall furnish all labor, materials, tools and equipment to perform all the Work described in Exhibit “A” – Georgia World Congress Center Inclement Weather Bridge, Proposal of Contractor. It is the intent and it is hereby agreed that the Contractor shall assure performance of all work covered by this Assignment Order.
2. **TIME OF COMPLETION** - This Contract shall be commenced on _____, 2020 and shall be fully completed by no later than _____, 2020, time being of the essence.
3. **CONTRACT SUM** - The Owner shall pay the Contractor the sum of **Four Hundred Ninety-Nine Thousand, Two Hundred Six Dollars and Zero Cents (\$499,206.00)** subject to adjustment by additive or deductive Change Orders.

CONTRACTOR:

OWNER:

MULTIPLEX LLC, CONSTRUCTION COMPANY

GEORGIA WORLD CONGRESS CENTER AUTHORITY

SIGNATURE AUTHORIZED AGENT (Blue Ink Please) DATE

SIGNATURE AUTHORIZED AGENT (Blue Ink Please) DATE

PRINT NAME

PRINT NAME

WITNESS DATE

WITNESS DATE

- Enclosures:
- Exhibit “A”- Proposal of Contractor
 - Exhibit “B-1”- General Conditions
 - Exhibit “C” - Immigration and Security Form
 - Exhibit “D” – Contractor Affidavit Form
 - Exhibit “E” – Sub-Contractor Affidavit Form
 - Exhibit “F” – Sub-Subcontractor Affidavit Form



MULTIPLYX LLC

CONSTRUCTION COMPANY

Exhibit "A"

JANUARY 10, 2020

GEORGIA WORLD CONGRESS CENTER
285 ANDREW YOUNG INTERNATIONAL BLVD.
ATLANTA, GA 30313

TEL 404 223 4241

ATTN SCHANDRA LYONS-FARLEY
SENIOR PROCUREMENT OFFICER

RE GWCC INCLEMENT WEATHER BRIDGE PROJECT, BUILDING 'B' LEVEL 4 AND RED DECK LEVEL 7

LADIES AND GENTLEMEN:

WE ARE PLEASED TO SUBMIT A SCOPE OF WORK, AND COST FOR THE INCLEMENT WEATHER BRIDGE PROJECT:

PROPOSAL INCLUDES MATERIALS AND LABOR TO PROVIDE UPGRADES TO THE EXISTING INCLEMENT WEATHER BRIDGE AS PER THE CLIENT DIRECTIVES AND PUBLISHED SCHEDULE OF WORK, NO DRAWINGS AND SOME SPECIFICATIONS ON FILE TO DATE.

A SCOPE OF WORK

DIVISION 1 GENERAL REQUIREMENTS

- 1.10 PROVIDE PROJECT AND CONSTRUCTION MANAGEMENT, SUPERVISION, AND COORDINATION WITH THE FACILITIES TEAM AND BETWEEN ALL SUBCONTRACTORS FOR DURATION OF PROJECT.
- 1.11 INSURANCE; INCLUDING GENERAL LIABILITY, AUTO, AND WORKER'S COMPENSATION.
- 1.12 PAYMENT AND PERFORMANCE BOND
- 1.13 NIGHTTIME HOURS REQUIRED AS NEEDED / OVERTIME
- 1.14 PARKING
- 1.15 FLOOR PROTECTION
- 1.16 TEMPORARY PARTITIONS
- 1.17 BARRIER SCREENS
- 1.18 WARRANTY OF WORK FOR ONE YEAR

DIVISION 2 DEMO

- 2.10 DUMPSTERS AND HAULING EQUIPMENT.
- 2.20 REMOVE EXISTING DOORS AND HARDWARE, AND HAUL OFF.
- 2.30 REMOVE MASONRY COLUMN AT DOORS AT BUILDING B, PATCH AND REPAIR.
- 2.40 REMOVE ADA SWITCH AT BRIDGE, PATCH AND REPAIR.
- 2.50 CLEAN UP CONTINUOUS
- 2.60 REMOVE EXISTING TV AND SIGNAGE FROM MEDIA WALL.
- 2.70 HAUL OFF DEBRIS

DIVISION 03 CONCRETE

- 3.10 FURNISH AND INSTALL (1) CONCRETE PAD FOR EQUIPMENT

DIVISION 05 METALS

- 5.10 FURNISH AND INSTALL PERIMETER FENCE WITH DOUBLE GATE FOR SERVICING.

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FAX 678 317 2044

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MULTIPLYXLLC.COM

3505 KOGER BLVD
SUITE 210
DULUTH, GA 30096



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PROPOSAL: INCLEMENT WEATHER BRIDGE PROJECT

DIVISION 6 WOODS AND PLASTICS

- 6.10 TRESPA METEON PANELS AND MOUNTING HARDWARE FURNISHED AND INSTALLED AT BRIDGE WALLS IN (3) SEPARATE LOCATIONS
- 6.20 TRESPA METEON PANELS AND MOUNTING HARDWARE FURNISHED AND INSTALLED AT OVERHEAD ON BRIDGE IN (3) LOCATIONS.
- 6.30 TRESPA METEON PANELS FURNISHED AND INSTALLED AT THE MEDIA WALL
- 6.40 PROVIDE (1) RECEPTION DESK

DIVISION 7 SEALANTS

- 7.10 EXPANSION JOINT FURNISHED AND INSTALLED AT GAP AT PARKING DECK LOCATION (2) / PROVIDE COVER.
- 7.20 CAULKING FOR PAINTING AND FINISH WORK
- 7.30 EXPANSION JOINT COVER PLATES FOR EXISTING EXPANSION JOINTS ON FLOOR TO REPLACE CURRENT WABO COVERS / ALUMINUM

DIVISION 08 DOORS AND WINDOWS

- 8.10 FURNISH AND INSTALL AUTOMATIC DOORS AT PARKING DECK
- 8.20 FURNISH AND INSTALL AUTOMATIC SLIDING DOORS AT BUILDING B
- 8.30 FURNISH AND INSTALL LASER CUT PANELS AT EXISTING WINDOWS, PROVIDE FRAMING SYSTEM FOR WINDOW MAINTENANCE.

DIVISION 09 FINISHES

- 9.10 PREP AND PAINT CONCRETE WALLS
- 9.20 PREP AND PAINT BRIDGE DECKING
- 9.30 PREP AND PAINT TUBE FRAMING
- 9.40 MISC. TOUCH UP AND PROTECTION
- 9.50 PATCH, FINISH, AND PAINT AT NEW DOORWAYS
- 9.60 FURNISH AND INSTALL 'SHAW' WALK OFF MATT AND WALL BASE ON PEDESTRIAN BRIDGE.

DIVISION 10 SIGNAGE

- 10.10 FURNISH AND INSTALL WAYFINDING SIGNAGE

DIVISION 15 HVAC

- 15.10 PROVIDE AND INSTALL (1) CARRIER PACKAGE HEAT PUMP UNIT / WITH ECONOMIZER, TWO STAGE COMPRESSORS, SMOKE DETECTOR, AND STAGED AIR VOLUME.
- 15.20 ALL LABOR MATERIALS AND EQUIPMENT REQUIRED TO INSTALL EQUIPMENT IN A WORKMANLIKE MANNER.
- 15.30 NEW UNIT INSTALLED ON CONTRACTOR PROVIDED CONCRETE PAD.
- 15.40 FURNISH AND INSTALL NEW INSULATED SPIRAL RIGID DUCTWORK ON TOP OF THE WALKWAY ROOF AND INSTALL SUPPLY AND RETURN DIFFUSERS TO PROPERLY DISTRIBUTE AIR PER CODE.
- 15.50 PROVIDE (2) 120 FT. MAN LIFTS WITH FALL ARREST SYSTEM TO INSTALL DUCTWORK ON THE ROOF OF THE WALKWAY.
- 15.60 PROVIDE TEMPORARY CATCH SYSTEM ACROSS THE SPAN OF THE BRIDGE TO PROTECT FROM FALLING ITEMS.
- 15.70 INSTALL (1) NEW HONEYWELL REDLINK REMOTE SENSOR AND DIGITAL, PROGRAMMABLE THERMOSTAT.
- 15.80 DISCONNECT PROVIDED BY ELECTRICIAN / CONNECT TO
- 15.90 PERFORM ALL START UP PROCEDURES AS PER MANUFACTURER'S RECOMMENDATIONS.

DIVISION 16 ELECTRICAL

- 16.10 ELECTRICAL TO INCLUDE DEMO, POWER FOR DOORS, LIGHTING AND LL ASSOCIATED CIRCUITS.
- 16.20 FIRE ALARM MODIFICATION

DIVISION 22 FIRE SUPPRESSION

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22.10 MODIFY EXISTING FIRE SPRINKLER SYSTEM TO CONFORM TO NEW PROJECT LAYOUT

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B EXCLUSIONS

THE ESTIMATED CONSTRUCTION DOES NOT INCLUDE ANY PERMITTING FEES, NOR ANY ADDITIONAL STRUCTURAL MODIFICATIONS AND SUBSEQUENT WORK, ADDITIONAL ELECTRICAL WORK, MECHANICAL WORK, PLUMBING WORK, IF DEEMED NECESSARY.

C PROJECT NOTES

- TRESPA METEON PANELS LEAD TIME IS: 8 - 10 WEEKS MATERIAL PLUS 4 - 6 WEEKS FABRICATION
- PRICE REFLECTS ANTICIPATED OVERTIME DURATION OF 2 WEEKS OF 16 TOTAL WEEKS ON PROJECT.
- LEAD TIME ON PROCUREMENT OF PRODUCTS WILL DICTATE WORK TIME AND DAYS ON PROJECT AND WILL RESULT IN DOWNTIME PERIODS.
- SOME ITEMS PRICED PER PERCEIVED END PRODUCT SINCE NO BASIS OF DESIGN, NOR SPECIFICATION PROVIDED. CHOICE OF MATERIAL COULD AFFECT INCREASE IN PRICE.
- JOB CONDITIONS MIGHT REQUIRE ADDITIONAL OVERTIME BEYOND ESTABLISHED BUDGET.
- PRICE AS PER PROPOSAL DATE IS GOOD FOR 45 DAYS ONLY.

E CONSTRUCTION COST

THE TOTAL CONSTRUCTION COST FOR THE SCOPE OF WORK IS \$ **499,206.00**

F DIVISION BREAKOUT BASED ON PRELEMINARY CONSTRUCTION COST:

• GENERAL EXPENDITURES	\$ 69,968.00
• DEMOLITION	\$ 11,328.00
• DIVISION 03	\$ 1,200.00
• DIVISION 05	\$ 1,800.00
• DIVISION 06	\$ 29,028.00
• DIVISION 07	\$ 20,060.00
• DIVISION 08	\$ 75,520.00
• DIVISION 09	\$ 33,920.00
• DIVISION 10	\$ 7,080.00
• DIVISION 15	\$ 121,604.00
• DIVISION 16	\$ 90,910.00
• DIVISION 22	\$ 27,000.00
• 2% PAYMENT & PERFORMANCE BOND	\$ 9,788.00

WE APPRECIATE THE OPPORTUNITY TO PROVIDE COSTING FOR THE WORK, AND IF WE CAN BE OF FURTHER ASSISTANCE, PLEASE CONTACT US AT YOUR CONVENIENCE.

RESPECTFULLY,
MULTIPLEX LLC


DAN LUTRELL
PROJECT MANAGER

ACCEPTANCE
GEORGIA WORLD CONGRESS CENTER

SCHANDRA LYONS-FARLEY
SENIOR PROCUREMENT OFFICER

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EXHIBIT "B-1"
GENERAL CONDITIONS

B-01. General Conditions. The General Conditions of the Contract, B-01 thru B-71, inclusive, bound herein and hereafter referred to as the "General Conditions," shall govern in the event of any conflict with any other provisions of the contract documents unless notice to the contrary shall have been issued by the Owner bearing the imprimatur of the Owner as follows:

"By order of the Owner"

The Architect has no authority to amend the General Conditions orally or in writing either expressly or by implication.

B-02. Legal Compliance. The Contractor shall comply with all laws, rules, regulations, ordinances, and orders of any government agency having jurisdiction in the performance of the work and shall ensure the compliance of his subcontractors.

B-03. Trade Names

- a. *No Restriction of Competition.* When reference is made in the contract documents to trade names, brand names, or to the names of manufacturers, such references are made solely to indicate that products of that description may be furnished and are not intended to restrict the use of other products, unless so stated. If it is desired to use products of trade or brand names or of manufacturers' names which are different from those mentioned in the specifications, application for the approval of the use of such products must reach the hands of the Architect and/or Owner at least five days prior to the commencement of work. The latter provision is a restriction that applies only to the party making a submittal.
- b. *Burden of Proof.* The burden of proving acceptability of a proposed product must be accompanied by technical data that the party requesting approval desires to submit in support of his application. The Architect and/or Owner will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users, evidence of reputation of the manufacturer for prompt delivery, evidence of reputation of the manufacturer for efficiency in servicing its products, or any other written information that is helpful in the circumstances. The application to the Architect for approval of a proposed product must be accompanied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the specifications. The degree of proof required for approval of a proposed product as acceptable for use in place of a named product or named products is that amount of proof necessary to convince a reasonable person beyond all doubt. To be approved, a proposed product must also meet or exceed all express requirements of the contract documents.
- c. *Issuance of Addenda.* If the submittal is approved by the Architect, the Architect will state that in the exercise of his professional discretion he established that the product submitted for approval is acceptable and meets or exceeds all express requirements. In the event a submittal shall have been rejected by the Architect and there shall have been a request for a conference as provided in this article pursuant to which conference the said submittal shall have been found to comply with the requirements of this article, the Architect shall rescind his rejection.
- d. *Conference with the Owner.* Any party who alleges that rejection of a submittal is the result of bias, prejudice, caprice, or error on the part of the Architect may request a conference with a representative of the Owner, PROVIDED: That the request for said conference, submitted in writing, shall have reached the Owner at least five days after the date of the Architect's rejection letter, time being of the essence.

B-1. Definitions

- a. *Contract Documents.* The contract documents are the original Task Order Contract, the Assignment Order, the General Conditions, and Project Specifications and Drawings.
- b. *Parties.* The Owner, the Contractor and the Architect are those mentioned as such in the form of agreement. They are treated throughout the contract documents as if each were of the singular number and masculine gender.
- c. *Subcontractor.* The term subcontractor as employed herein includes only those having direct contract with the Contractor. It includes one who furnishes materials worked to a special design according to the plans and specifications of this work but does not include one who merely furnished materials not so worked.
- d. *Notices.* Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- e. *Work.* The term “work” of the Contractor or subcontractor includes labor or materials or both.
- f. *Time Limits.* All time limits stated in the contract documents or shown on the construction progress schedule are of the essence of the contract. (See also B-46)
- g. *Applicable Law.* This contract shall be governed by the law of Georgia.
- h. *Specifications.* The term “Specifications” shall include all written matter in the bound volume or on the drawings and any addenda or modifications thereto. (See B- 49)
- i. *Order of Condemnation.* An order of condemnation shall be in writing, shall be dated, shall be signed by the Architect, shall be addressed to the Contractor with a copy to the Owner, and shall contain three elements as follows:

FIRST ELEMENT: Description of work:

- 1. which has been omitted; or
- 2. which is unexecuted as of the date of the order of condemnation, the time for its incorporation into the work under the construction progress schedule having expired (See also Article 46); or
- 3. which has not been executed in accordance with the methods and materials designated in the contract documents.

SECOND ELEMENT: Citation of the provision or provisions of the contract documents that has or have been violated.

THIRD ELEMENT: Fixing of a reasonable space of time within which the Contractor shall have made good the deficiency which said space of time shall not be deemed to be an extension of contract time for filing the Notice of Readiness for Final Inspection pursuant to B-41 nor shall it be deemed to be authorization for amendment to the construction progress schedule. (See also B-19, B-20, and B-50)

An order of condemnation may be issued for failure of the Contractor to supply enough workmen or enough materials or proper materials. The order of condemnation in such event being based on B-46, q.v. and upon the definition of work as set forth under B-1(e), q.v. (See also B-26)

- j. *Proceed Order.* The proceed order is a written notice from the Owner pursuant to which the Contractor shall commence physical work on the site. (See B-46) A proceed order is a condition precedent to the execution of any work on the site by the Contractor.

- k. *Work Order.* A work order is a written notice from the Owner issued separately to the Contractor for each subcontractor. A work order is a condition precedent to the execution of any work on the site by a subcontractor.
- l. *Change Order Form.* The change order form is the instrument by which adjustments in the contract sum are effected pursuant to changes made in accordance with B-15. The change order form shall be accompanied by a breakdown in the form prescribed in a specimen which the Owner will supply to the Contractor upon request. The Architect shall certify to the amount of the adjustment. The change order form shall be signed by the Contractor and the Owner. The breakdown is only for the purpose of enabling the Architect and the Owner to make a judgment on the dollar amount of the adjustment in the contract sum. No condition, term, qualification, limitation, exception, exemption, modification, or proviso shall appear in the breakdown. The breakdown shall be in the exact form and language of the above-mentioned specimen. In the event any condition, term, qualification, limitation, exception, exemption, modification, or proviso shall appear in a breakdown it shall be invalid unless expressly recited in the change order form under Paragraph 3, "Description of Change". Only such conditions, terms, qualifications, limitations, exceptions, exemptions, modifications and provisos as are recited under Paragraph 3, "Description of Change," are valid. (See also B-15)
- m. *Install, Deliver, Furnish, Supply, Provide and Other Such Words.* Such words mean the work in question shall be put in place by the Contractor ready for use unless expressly provided to the contrary.
- n. *Article Not Plenary.* This article is not entire, plenary, or exhaustive of all terms used in the general conditions which require definition. There are definitions of other terms under articles to which the terms are related.
- o. *Grounds for Issuance of Notice of Declaration of Default.* It shall be a sufficient ground for the issuance of a notice of declaration of default that the Contractor has been unfaithful or delinquent in the performance of the contract or any part of it in any respect. Without limitation of the foregoing and without subtracting from any right or defense of the Owner under other provisions of the contract documents, the Contractor acknowledges and agrees that it is ipso facto ground for issuance of a notice of declaration of default under the performance bond if the Contractor shall have neglected or failed for any reason to remedy a breach of an order of condemnation within thirty (30) days after the Owner shall have given written notice of said breach to the Contractor and the surety on the performance bond with written demand of the Owner for curing of the delinquency. The Architect does not have authority to declare the Contractor in default.
- p. *Cross-reference and Citations of Articles and Paragraphs of the General Condition.* Cross-references and citations of articles and paragraphs of the general conditions are for the convenience of the Contractor, Architect and the Owner and are not intended to be plenary or exhaustive nor are they to be considered in interpreting the contract documents or any part of the contract documents.
- q. *Meaning of Words and Phrases.* Unless the context or the contract documents taken as a whole indicate to the contrary, words used in the contract documents that have usual and common meanings shall be given their usual and common meanings and words having technical or trade meanings shall be given their customary meaning in the subject business, trade or profession.
- r. *Shop Drawings.* Shop drawings are drawings, schedules, data, catalogue cuts, manufacturers' published recommendations, charts, bulletins, brochures, illustrations, circulars, roughing drawings or formulae distributed by Contractors, subcontractors, manufacturers, materialmen, or suppliers for use in installing work. (See also B-53)
- s. *Owner.* Georgia State Finance and Investment Commission.
- t. *Architect.* {Insert Architect, if applicable}. In the absence of a Project Architect, specifically retained by the Owner to perform design services for this project, the term Architect appearing in these documents shall mean Owner.

u. *Contractor.* The company to whom an assignment order is awarded.

B-2. Identification, Correlation, and Intent of Documents. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all. The Contract Documents consist of the Form of Agreement between Owner and Contractor with these General Conditions, other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, and all Modifications issued by the Owner after execution of the Contract such as Change Orders, and written interpretations. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. Work not covered in the Contract Documents will not be required unless it is necessary to produce the intended results. [See also B-1(m), B-36, B-37, and B-45]

B-3. Complete, Definite, and Clear Instructions and Schedules of Drawings.

a. *Refinement of Documents.* The Contractor shall do no work without complete, definite, and clear drawings and specifications. In the event the contract documents are not complete, definite, and clear the Contractor shall make demand upon the Architect in writing for additional instructions and shall furnish the Owner a copy of the aforesaid demand. With reasonable promptness the Architect shall furnish complete, definite, and clear instructions in writing, or by means of drawings, or in writing and by means of drawings. [See also B-2, B-14, B-18 and B-39] Such additional instructions if given orally shall be confirmed in writing or by drawings or both within a reasonable space of time. Any such additional instructions shall be consistent with the contract documents, true developments thereof, and reasonably inferable therefrom. The work shall be executed in conformity with the aforesaid instructions. The Architect shall furnish the Owner a copy of all additional instructions issued to the Contractor. [See also B-16 and B-39]

b. *Schedules.* The Contractor and the Architect shall jointly prepare a schedule, subject to change from time to time in accordance with the progress of the work, fixing the dates at which the various detail drawings will be required, and the Contractor shall furnish them in accordance with that schedule. [See also B-5(b)]

B-4. OMITTED

B-5. Shop Drawings. The Contractor shall review, approve and submit to the Architect all Shop Drawings, Product Data and Samples required by the Contract Documents for approval. The Work shall be in accordance with approved submittals.

B-6. Drawings and Specifications at the Site. The Contractor shall keep at the site one copy of all drawings and specifications in good order with all addenda and change orders noted thereon and available to the Architect and to his representative(s).

B-7. Ownership of Drawings and Models. All drawings, specifications, and copies thereof furnished by the Architect are the property of the Owner. They are not to be used on other work, and with the exception of one set, are to be returned to the Architect on his request at the completion of the work. All models are the property of the Owner.

B-8. Samples. The Contractor shall furnish for approval all samples as directed. The work shall be in accordance with approved samples.

B-9. Materials, Appliances, and Employees

a. *Payment for.* Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. (See also B-70)

b. *Quality of Materials and Workmanship.* Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of the quality required by the specifications. The Contractor shall,

if required, furnish satisfactory evidence as to the kind and quality of materials and work. The burden of proof is on the Contractor. (See also B-13)

- c. *Quality and Discipline of Employees.* The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. (See also B-14)

B-10. Royalties and Patents. The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the Owner harmless from loss on account thereof.

B-11. Surveys, Permits and Regulations

- a. *General.* The Owner shall furnish all surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be obtained and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be obtained and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. If the Contractor observes that the drawings or specifications are at variance therewith, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations without such notice to the Owner, he shall bear all costs arising therefrom. (See also B-42)

- b. *Codes*

- 1) International Building Code, with Georgia State Amendments
- 2) International Mechanical Code, with Georgia State Amendments
- 3) International Fuel Gas Code, with Georgia State Amendments
- 4) International Plumbing Code, with Georgia State Amendments
- 5) International Electrical Code, with Georgia State Amendments
- 6) International Energy Conservation Code, with Georgia State Amendments

The latest edition of the above listed codes with all amendments as of the date of the opening of bids shall govern the installation of all work and is adopted and incorporated into the contract documents and made a part thereof by reference, Provided, however: That the drawings and specifications shall be adhered to in all cases where they call for quality of materials, quality of workmanship, or quality of construction which is equal to or in excess of the quality required by the above state codes and Provided also: That there may be no variances from the drawings and specifications except to the extent that the said variances shall be necessary in order to comply with the above stated codes. It shall be the responsibility of the Contractor to familiarize himself with the requirements of the above stated codes. If there are any express requirements in the drawings or specifications which are at variance to the above stated codes, all changes in the work necessary to eliminate the said requirements and make the work conform to the above stated codes shall be adjusted as provided in the contract for changes in the work.

B-12. Protection of Work and Property

- a. *Duty to Protect Property.* The Contractor shall continuously maintain adequate protection of all his work from damage (see also B-24] and shall protect all other property from damage, injury, or loss arising in connection with the work regardless of who may be the Owner of said property. He shall make good any such damage, injury, or loss except such as may be directly the result of errors in the contract documents or such as shall be caused directly by agents or employees of the Owner. (See also B-27)
- b. *Safety Precautions.* The Contractor shall comply with the rules and regulations of OSHA and/or the Department of Labor (O.C.G.A. section 34-2-6), and, where not inconsistent with the foregoing, the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., for safety and prevention of accidents, and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work

arising out of and in the course of employment on work under the contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage that may result from their improper construction, maintenance, or operations. He shall erect and properly maintain at all times as required by the conditions and progress of the work proper safeguards for the protection of workmen and the public and shall post danger warnings against any hazards created by the construction operations. He shall designate a responsible member of his organization on the work whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed with the Architect in writing with copy to the Owner, this person shall be the superintendent of the Contractor. (See also B-14)

- c. *Emergencies.* In an emergency affecting the safety of life or the work or of adjoining property, the Contractor, without special instruction or authorization from the Architect or Owner, shall act, at his discretion, to prevent such threatened loss or injury. Any remuneration claimed by the Contractor on account of emergency work shall be determined in accordance with allowances permitted on force account under Case (c) of B-15 of the general conditions.
- d. *Blasting.* In the absence of an express provision in the contract permitting blasting, there shall be no blasting. If blasting is permitted under the contract and under the law which is applicable to the premises [including but not limited to O. C. G. A. Sections 25-8-1 *et. seq.* and 25-9-1 *et. seq.*], such blasting shall in all events be done in such manner as to prevent all scattering. [See also Article B-27]
- e. *Rain Water, Surface Water, and Back-up.* The Contractor shall protect all work, including but not limited to excavations and trenches, from rain water, surface water, and back-up of drains and sewers. The Contractor shall furnish all labor, pumps, shoring, enclosures, and equipment necessary to protect and to keep the work free of water. [See B-02(f)]
- f. *Underground Gas Pipe Law.* The Contractor by signing the contract acknowledges that he is fully aware of the contents and requirements of O.C.G.A. Section 25-9-1 *et. seq.*, and any amendments and regulations pursuant thereto, (the preceding requirements being hereinafter referred to as the “underground gas pipe law”), and the Contractor shall comply therewith. The Contractor acknowledges that the Contractor is the “person” defined in the above-mentioned underground gas pipe law (a) who will engage in the activities which are regulated thereby, (b) who is required to examine maps filed pursuant thereto, (c) who is required to give written notices to gas companies in accordance therewith, (d) who is required to receive written statements from gas companies as prescribed thereby, and (e) who is to perform and do certain things referred to therein only after observing the precautions with respect to underground gas pipes and facilities which are prescribed therein. These provisions of the contract do not repeal the restrictions under Subparagraph (d) of B-12 of the general conditions nor do they limit or reduce the duty of the Contractor otherwise owed to the Owner, to other parties, or to both. The Contractor agrees that the foregoing provisions supplement B-12 and B-27 of the general conditions. The Contractor agrees and acknowledges that any failure on his part to adhere to the underground gas pipe law shall not only be a violation of law but shall also be a breach of contract and a specific violation of the provision under B-12 of the general conditions which pertains to safety precautions.
- g. *High Voltage Act.* The Contractor by signing the contract acknowledges that he is fully aware of the contents and requirements of O.C.G.A. Section 46-3-30 *et. seq.* and any amendments thereto, and Rules and Regulations of the Commissioner of Labor pursuant thereto (the preceding requirements being hereinafter referred to as the “high voltage act”), and the Contractor shall comply therewith. The signing of the contract shall also confirm on behalf of the Contractor that he:
 - 1. has visited the premises pursuant to B-15(d) of the general conditions and has taken into consideration the location of all electric power lines on and adjacent to all areas onto which the contract documents require or permit the Contractor either to work, to store materials, or to stage operations; and
 - 2. has obtained from the Owner of the aforesaid electric power lines advice in writing as to the amount of voltage carried by the aforesaid lines.

The Contractor agrees that he is the “person or persons responsible for the work to be done” as referred to in the high voltage act and that accordingly the Contractor is solely “responsible for the completion of the safety measures which are required by Section 3 of the high voltage act before proceeding with any work.” The Contractor agrees that prior to the completion of precautionary measures required by the high voltage act he will neither bring nor permit the bringing of any equipment onto the site (or onto any area or areas onto which the contract documents require or permit the Contractor to work, to store materials, or to stage operations) with which it is possible to come within eight feet of any high voltage line as defined in the high voltage act, and the Contractor assumes complete and sole responsibility for any accident or accidents which may occur as a result of contact with a high voltage line or lines pursuant to operations arising out of performance of the contract. The foregoing provisions apply to power lines located (a) on the site and (b) on any area or areas onto which the contract documents require or permit the Contractor either to work, to store materials, or to stage operations, or (c) within working distance for equipment or materials being used on (a) and (b) above. These provisions of the contract do not limit or reduce the duty of the Contractor otherwise owed to the Owner, to other parties, or to both. The Contractor agrees that the foregoing provisions supplement B-12 and B-27 of the general conditions. The Contractor agrees and acknowledges that any failure on his part to adhere to the high voltage act shall not only be a violation of law but shall also be a breach of contract and a specific violation of the provision under B-12 of the general conditions which pertains to safety precautions. The Contractor is notified that the Rules and Regulations promulgated by the Commissioner of Labor under date of January 11, 1967, contain a statement under Section 12 that...

“The Division of Inspection of the Department of Labor will act in an advisory capacity to any person, firm, or corporation contemplating any operations near high voltage lines as defined in the Act...”

- h. *Building Construction Safeguards.* The Contractor acknowledges and agrees that he is the person responsible under the law and that he is the person EMPLOYING or directing others to perform labor within the meaning of O.C.G.A. Section 34-1-1 *et. seq.* He acknowledges and agrees likewise that he will comply with the aforesaid law.
- i. *Dust Control.* Dust-proof enclosures or partitions for protection wherever dusty or dirty work is performed and dampening of debris to avoid dusting when removed shall be provided and included as a cost of the work.
- j. *Occupational Safety and Health Act.* Contractor, by signing the contract, acknowledges that he is aware of and familiar with the contents and requirements of the Federal Occupational Safety and Health Act of 1970, 29 U. S. C. Section 651 *et. seq.*, as amended.
- k. *Emergency Planning and Community Right-to-Know Act.* Contractor, by signing the contract, acknowledges that he is aware of and familiar with the contents and requirements of the Federal Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 *et. seq.*, as amended.

B-13. Inspection of Work

- a. *Access to Work.* The Architect and his representatives shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection. [See also B-9]
- b. *Notice to Architect from Contractor Prior to Covering Work.* If the specifications, the Architect’s instructions (either in the specifications or issued later in writing), laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Architect timely notice in writing of its readiness for inspection, and if the inspection is by any authority other than the Architect, of the date fixed for such inspection. (See also B-58) Inspections by the Architect shall be made promptly and where practicable at the source of supply. If any work should be covered without approval or consent of the Architect, it must, if required by the Architect, be uncovered for examination at the Contractor’s expense. (See also B-58)

- c. *Re-examination or Re-testing of Work Covered pursuant to Consent of Architect.* Re-examination or re-testing of questioned work covered pursuant to consent of the Architect may be ordered by the Architect, and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the contract documents the Owner shall pay the cost of re-examination and replacement or of re-testing. If such work be found not in accordance with the contract documents the Contractor shall pay such cost unless he shall show that the defect in the work was caused by another Contractor, and in that event the Owner shall pay such cost. Re-examination or re-testing under the terms of B-13(c) applies only to work which has been covered with consent of the Architect. Work covered without consent of the Architect must be uncovered for examination as provided under B-13(b).
- d. *Inspection Does Not Relieve Contractor.* Under the contract documents the Contractor has assumed the responsibility of furnishing all services, labor and materials for the entire work in accordance with such documents. No provisions of this article nor any inspection of the work by the Owner, representatives of the Owner, resident engineer inspector, clerk-of-the-works, engineers employed by the Architect, representatives of the Architect, or the Architect shall in any way diminish, relieve, or alter said responsibility and undertaking of the Contractor; nor shall the omission of any of the foregoing to discover or to bring to the attention of the Contractor the existence of any work or materials injured or done not in accordance with said contract documents in any way diminish, relieve, or alter such obligation of the Contractor nor shall the aforesaid omission diminish or alter the rights or remedies of the Owner as set forth in the contract documents. The resident engineer inspector has no power to make decisions, to accept or reject work, or to consent to the covering of work. The resident engineer inspector owes no duty to the Contractor. (See also B-38, B-41, and B-60)
- e. *False Start.* In the event notice of readiness pursuant to B-13(b), above, shall have been issued prematurely by the Contractor, his action shall be deemed to be a “false start”, and the Contractor shall be liable for the damage resulting from the aforesaid false start, including but not limited to the salary, professional fees, and travel and living expenses of the person or parties inconvenienced by the aforesaid false start. [See also B-41 for further example of “false start”]

B-14. Superintendence and Supervision by Contractor

- a. *Superintendent of Contractor.* The Contractor shall keep on his work during its progress and until the final certificate has been executed by the Architect a competent superintendent and any necessary assistants, all satisfactory to the Architect. The superintendent shall not be changed except with the consent of the Architect unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. [See also B-9, B-12, B-15(c) and B-60]
- b. *Supervision by Contractor.* The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. [See also B-40 and B-41]

B-15. Changes in the Work

- a. *Owner's Right to Make Changes.* The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. The Contractor hereby expressly agrees that the Contractor shall have no right to a claim for damages or extended overhead because of changes made by the Owner. Such work is hereinafter designated “change” or “changes”. All such changes shall be performed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of signing of the change order form. All such changes in the Work shall be authorized only by written Change Order signed by the Owner.
- b. *Cost to Owner for Change.* The cost or credit to the Owner from a change in the Work shall be determined in one or more of the following ways:

1. By estimate and acceptance of a lump sum.
 2. By Unit Prices named in the Contract or subsequently agreed upon. Unit Prices are NET and include all compensation due the Contractor.
- c. *Changes Forbidden without Consent of Owner.* Neither the Architect nor the Contractor shall make any change whatsoever in the work without authorization or order of the Owner in writing except in emergency. The Contract Sum and the Contract Time may be changed only by written Change Order.
- d. *Existing Conditions.* By executing the Contract, the Contractor represents that it has visited the site and familiarized itself with the local conditions under which the Work is to be performed. The Owner does not undertake to represent or warrant site or local conditions.
- e. *Cost to Owner, Allowances for Contractor and Allowable Expenditures.* In case (1) above, the "allowance for overhead and profit" combined, included in the total cost to the Owner, shall be based upon the following schedule:
1. For the Contractor an allowance for work which he performs with his own forces, not to exceed 20% of his "net additional allowable expenditures", if any, for changes.
 2. For a subcontractor an allowance for work which he performs with his own forces, not to exceed 20% of his "net additional allowable expenditures", if any, for changes. A subcontractor shall receive no allowance for overhead and profit on work not performed by his own forces. Under this Contract, the forces of a subcontractor are deemed to be and are the forces of the subcontractor. (See also B-36 and B-37)
 3. For the Contractor an allowance for work performed by his subcontractors, not to exceed 7 1/2% of the amount, if any, due the subcontractor for changes.

The above percentages shall be applied to the "net allowable expenditures" if any, as limited and defined herein. If the net difference between "allowable expenditures" and savings results in a decrease in expenditures, the amount of credit allowed the owner shall be the net decrease without and credit for profit and overhead. "Net additional allowable expenditures" as used herein shall mean the difference between all "allowable expenditures" and savings. The term "allowable expenditures" is limited to and defined as items of labor or materials, the use of heavy construction equipment and all such items of cost as insurance premiums, social security and old age and unemployment insurance, and (in cases where there is an extension of time) pro rata expenditures for time of foreman employed in the direct superintendence of productive labor in execution of changes. All expenditures not included in the term "allowable expenditures" as limited and defined in this article shall be considered as overhead, including but not limited to insurance other than that which is mentioned in this article, bond premiums, supervision, travel (meals, transportation and lodging), superintendence (except pro rate time of foremen as referred to herein), timekeepers, clerks, watchmen, hand tools, small tools, incidental job burdens and office expense. Any other provisions in the Contract Documents to the contrary notwithstanding, only demonstratable, direct, out-of-pocket expenditures for the changes plus percentages as set forth hereinabove shall be allowable for changes. The Contractor shall provide to the Owner, upon request, any and all necessary information the Owner may require in order to verify any and all costs associated with "Changes in the Work."

- f. *Breakdown of Expenditures, Cases (a) and (c).* To accompany all change orders, the Contractor shall furnish a breakdown of expenditures for labor and materials by units and quantities in the form prescribed by the Owner, and the breakdown shall be accompanied by the following declaration. "I do solemnly swear, under criminal penalty of a felony for false statement subject to punishment by not less than one year nor more than twenty years of penal servitude, that the costs shown hereinabove do not exceed current costs for like services or materials and do not exceed the actual costs to the Contractor therefore; and that the quantities shown do not exceed actual requirements." For all force account changes the Contractor shall promptly and in no event later than thirty (30) days after receipt of written demand therefore pursuant to B-15(g) submit to the Architect a complete, accurate, and final breakdown and account together with vouchers, showing all expenditures and percentages allowable under Case (c). For all unit price changes the Contractor shall promptly and in no event later than thirty (30) days after

receipt of written demand therefore pursuant to B-15(g) submit to the Architect an accurate account of the quantity of work performed under Case (b). In any case, the Architect shall certify to the amount [including under Case (a) and Case (c) the allowance prescribed in the contract for overhead and profit] due the Contractor. [See also B-1(1) and B-50] The Contractor shall obtain and furnish as backup to the Contractor's breakdown a separate breakdown for each subcontractor's charges prepared by each subcontractor on the letterhead of the subcontractor and properly signed by the subcontractor.

- g. *Time of Submission of Claims* ["Statement of Claim"]. Budgeting and cash flow being of material importance to the Owner, no claim of the Contractor on account of any change or on account of any alleged negligence of the Architect or Owner whether said claim shall be accrued or prospective, shall be valid unless a "statement of claim" in full accompanied by vouchers and other supporting data shall have been filed with the Owner by the Contractor not later than thirty (30) days after receipt of written request thereof by the Contractor from the Owner, time being of the essence. The "statement of claim" shall contain a concise and clear recital of the ground or grounds on the basis of which the claim is asserted, including a designation of the provision or provisions of the contract documents on which the claim is based. The statement of claim shall indicate the dollar amount of the claim.

B-16. Claims

- a. *Extra Cost.* If the Contractor maintains that any instructions by drawings or otherwise involve extra cost to the Owner under this Contract, he shall give the Owner and the Architect written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute any change except in emergency endangering life of property. The allowances to the Contractor shall then be as provided under B-15. No claim for extra cost shall be valid unless so made.
- b. *Damages.* If either party to this Contract should suffer damage in any manner because of any wrongful act of neglect of the other party or of anyone employed by the other party, then he shall be reimbursed by the other party for such damage. No claim of the Contractor for damages shall be valid unless written notice thereof shall have been received by the owner by registered mail within fifteen (15) days after occurrence of the event on which the claim is based. (See also B-15, B-39 and B-41)
- c. *Protests.* All reference to arbitration are deleted from the Contract Documents. Decisions of the Architect shall be rendered in all cases where provided for under the General Conditions of the Contract, but no decision of the Architect shall deprive the Owner or the Contractor of any form of redress which may be available under the laws of the State of Georgia to contracting parties. Any decision of the Architect shall be final and binding on the Contractor unless the Contractor shall have given written notice of protest to the Owner by registered mail within ten days of the receipt of the decision.

B-17. Deductions for Uncorrected Work. If the Architect and Owner deem it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefore; but there is no duty on the part of the Owner to accept any work injured or done not in accordance with the methods and materials designated in the contract documents, nor does the Contractor have the right to demand that there shall be acceptance of work injured or done not in accordance with the methods and materials designated in the contract documents.

B-18. Delays and Extensions of Time

- a. *Grounds.* If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, then the contract time shall be extended by Change Order for such reasonable time as the Architect may determine. The Contractor expressly agrees that the Contractor's sole remedy for such delay shall be an extension of contract time and that the Contractor shall make no demand for damages or extended overhead.
- b. *Filing of Claim.* No such extension shall be made for delay occurring more than ten (10) days before claim thereof is made in writing to the architect with copy to the Owner. In the case of a continuing cause of delay, only one claim is necessary, but no claim for a continuing delay shall be valid unless the

contractor, within ten days from the cessation of the delay, shall have given notice in writing to the architect, with copy to the Owner, as to the amount of additional time claimed.

- c. *Delay in Furnishing Drawings (See also B-5).* If no schedule or agreement stating the dates upon which drawings or approval of shop drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure of the architect to furnish drawings or approval of shop drawings until two weeks after demand thereof and not then unless such claim be reasonable.
- d. *No Damages for Delay.* In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, except as otherwise specifically provided under B-15 or B-22, the Contractor shall not be entitled to payment or compensation of any kind from the Owner for direct, indirect or impact damages, including but not limited to costs of acceleration arising because of hindrance or delay from any cause whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery by the contractor of damages for hindrances or delays due solely to fraud or bad faith on the part of the Owner or his agents.

B-19. Correction of Work

- a. The Contractor shall promptly correct any Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Completion of the Contract or within such longer period of time as may be prescribed by law or the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor. [See B-1(i)]
- b. *Remedy of the Owner for Breach of Order of Condemnation.* If the contractor does not make good a deficiency within a reasonable space of time fixed in an order of condemnation, the Owner may:
 - 1. Remove the condemned work and store it at the expense of the contractor. If the contractor does not pay the expenses of such removal and storing within ten days after receipt of written demand of the Owner, the Owner may upon three days' notice in writing to the contractor sell such materials at private sale or at auction and shall account for the net proceeds thereof after deducting all proper costs incurred by the Owner; and
 - 2. Supply omitted work, perform unexecuted work, replace and re-execute work not done in accordance with the methods and materials designated in the contract documents and deduct the cost thereof from any payment then or thereafter due the contractor, Provided: That the architect shall approve the amount charged to the contractor. (See also B-21)

The remedies stated in this article are in addition to the remedies otherwise available to the Owner, do not exclude such other remedies, and are without prejudice to any other remedies. Time limits stated in orders of condemnation are of the essence of the contract.

- B-20. Correction of Work after Final Payment.** Neither (1) the final certificate, (2) nor any decision of the architect, (3) nor payment, (4) nor any provision in the contract shall relieve the Contractor of responsibility for faulty materials, faulty workmanship, or omission of contract work, and he shall remedy any defects or supply any omissions resulting therefrom and pay for any damage to other work resulting therefrom. The Owner shall give notice of observed defects or omissions with reasonable promptness. The Contractor shall within the space of time designated in orders of condemnation and without expense to the Owner, correct, remedy, replace, re-execute, supply omitted work, or remove from the premises all work condemned by the architect. The Contractor shall give prompt notice in writing to the architect, with copy to the Owner, upon completion of the supplying of any omitted work or the correction of any work condemned by the architect. In the absence of said notice, it shall be and is presumed under this contract that there has been no correction of the condemned work or supplying of omitted work. If the Contractor does not remove, make good the deficiency, correct, or remedy faulty work, or supply any omitted work within the space of time designated

in orders of condemnation without expense to the Owner, the Owner, after ten days' notice in writing to the Contractor, may remove the work, correct the work, remedy the work or supply omitted work at the expense of the Contractor. In case of emergency involving health, safety of property, or safety of life the Owner may proceed at once. Correction of defective work executed under the plans and specifications or supplying of omitted work whether or not covered by warranty of a subcontractor or materialmen, remains the primary, direct responsibility of the Contractor. The foregoing obligation of the Contractor shall remain in effect until the same shall have been extinguished by operation of the statute of limitations. As additional security for the fulfillment of such obligation, but in no way limiting the same, the Contractor warrants and guarantees (1) that all work executed under the plans and specifications shall be free from defects of materials or workmanship for a period of one year from the date of the final certificate of the architect, and (2) that for not less than one year from the date of the final certificate of the architect, or for such greater space of time as may have been designated in the specifications, products of manufacturers shall be free from defects of materials and workmanship. Whenever written guaranties or warranties are called for, the Contractor shall furnish the aforesaid for such period of time as may be stipulated. The aforesaid instruments shall be in such form as to permit direct enforcement by the Owner against any subcontractor, materialmen, or manufacturer whose guaranty or warranty is called for, and the Contractor agrees that:

- a. The Contractor is jointly and severally liable with such subcontractors, materialmen, or manufacturers.
- b. The said subcontractors, materialmen, or manufacturers are agents of the Contractor for purposes of performance under this article, and the Contractor, as principal, ratifies the warranties or guaranties of his aforesaid agents by the filing of the aforesaid instruments with the Owner. The Contractor as principal is liable for the acts or omissions of his agents.
- c. Service of notice on the Contractor that there has been breach of any warranty or guaranty will be sufficient to invoke the terms of the instrument, Provided: That the Owner shall have furnished the Contractor with a copy of notice served on the subcontractor, materialmen, or manufacturer.
- d. The Contractor will bind his subcontractor, materialmen, and manufacturers to the terms of this article. The calling for or the furnishing of written warranties shall in no way limit the contractual obligation of the Contractor as set forth hereinabove. The remedies stated in this article are in addition to the remedies otherwise available to the Owner, do not exclude such other remedies, and are without prejudice to any other remedies. [See also B-1(i), B-25, and B-60]

B-21. The Owner's Right to Do Work. If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three days' written notice to the Contractor may without prejudice to any other remedy he may have (including without limitation remedies against the Contractor's surety), make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Architect shall approve the amount charged to the Contractor. (See also B-19 and B-22)

B-22. Right of the Owner to Terminate Contract. If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with Contract Documents or fails to perform any provisions of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option that sufficient cause exists to justify such action, may terminate the Contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method it may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

B-23. Contractor's Right to Stop Work or Terminate Contract. If the Owner fails to make payment for a period of fifteen (15) days after receipt of proper pay request, the Contractor may, upon seven (7) additional days written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed.

B-24. Application for Payments

- a. *Periodical Estimates and Receipts.* The Contractor shall submit to the Architect in accordance with a form to be supplied by the Owner [specimen of which will be supplied to the Contractor on request] an application [sometimes herein designated "periodical estimate"] for each payment, and, if requested by the Owner or Architect, receipts or other vouchers, showing his payments for materials and labor, including payments to subcontractors as required by B-37. (See also B-32 and B-50)
- b. *Initial Breakdown and Periodical Payments.* If payments are made on valuation of work done, such application shall be submitted at least ten days before each payment falls due, and the Contractor shall, before the first application, submit to the Architect a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the contract, divided in such manner as to facilitate payments to subcontractors in accordance with B-37, on a form to be furnished by the Owner with a complete breakdown of the contract price so arranged and so itemized as to meet the approval of the Architect and, if requested, supported by such evidence as to its correctness as the Architect may direct. The schedule designated herein the "initial breakdown" [specimen of which will be supplied to Contractor on request], when approved by the Architect shall be used as a basis for certificates of payment, unless it be found to be in error. In applying for payments, the Contractor shall submit a statement based upon this schedule on a periodical estimate form to be supplied by the Owner [specimen of which will be supplied to Contractor], and, if requested by the Architect or Owner, itemized in such form and supported by such evidence as the Architect or Owner may direct showing the Contractor's right to the payment claimed on the periodical estimate.
- c. *Materials Storage.* If payments are made on account of materials delivered and suitably stored at the site but not incorporated in the work, they shall, if required by the Owner or the Architect, be conditional upon submission by the Contractor of bills of sale or such other procedure as will establish the Owner's title to such material or otherwise adequately protect the Owner's interest. (See also B-28 and B-32) The Contractor is responsible for the existence, protection, and, if necessary, replacement of materials until execution of the final certificate of the Architect. (See also B-12, B-25, and B-41) The Owner shall not pay for any materials stored off site.

B-25. Certificate of Payments

- a. *Issuance.* If the Contractor has made application for payment as provided under B-24, the Architect shall not later than the date when each payment falls due issue to the Contractor a certificate for such amount as he decides to be properly due or state in writing his reasons for withholding a certificate.
- b. *Effect.* No certificate issued, nor payment made to the Contractor, nor partial or entire use or occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with the contract documents. (See also B-20) The making of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing after final payment, or from requirements of the specifications or drawings. Acceptance of the final payment shall operate as and shall be a release to the Owner from all claims of any kind or character under the contract except for such specific amount or amounts as may have been withheld to cover the fair value of any incomplete work which has been certified by the Architect.
- c. *Date and Rate of Payment.* The Owner shall make progress payments on account of the contract as follows: On or about the 15th day of each month 90 per cent of the value, based on the contract prices, of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the 1st day of that month, as estimated by the Architect, less the aggregate of previous payments.

B-26. Payments Withheld. The Architect may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:

- a. Defective work not remedied. (See also B-19)
- b. Claims filed or reasonable evidence indicating probable filing of claims.

- c. Failure of the Contractor to make payments properly to subcontractor or for materials or labor. (See also B-9 and B-37)
- d. A reasonable doubt that the contract can be completed for the balance then unpaid.
- e. Damage to another contractor or to some third party. (See also B-12)
- f. Failure to maintain a rate of progress in accordance with the construction progress schedule. [See also B-1(i), B-25(c), and B-46]
- g. Failure to supply enough skilled workmen or proper materials. (See also B-1 and B-19)

When the above grounds are removed, payment shall be made for amounts withheld because of them. At the option of the Owner adherence to the construction progress schedule shall be a condition precedent to the right of the Contractor to demand payment of a periodical estimate. No omission on the part of the Owner to exercise the aforesaid option shall be construed to be a waiver of breach of the construction progress schedule or acquiescence therein, and the Owner may exercise its option from time to time and as often as may be expedient.

B-27. Omitted.

B-28. Omitted.

B-29. Omitted.

B-30. Omitted.

B-31. Employment of Georgia Citizens and Use of Georgia Products. Since the work provided for in this contract is to be performed in Georgia, it is the wish of the Owner that materials and equipment manufactured or produced in Georgia shall be used in the work and that Georgia citizens shall be employed in the work at wages consistent with those being paid in the general area in which the work is to be performed. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work; nor shall the fulfillment of this desire be asserted by the Contractor as an excuse for any noncompliance or omission to fulfill any obligation under the contract.

B-32. Liens. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens or claims arising out of this contract, or receipts in full in place thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all labor and materials for which a lien or claim could be filed; but the Contractor may, if any subcontractor or claimant refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify the Owner against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and a reasonable attorney's fee. (See also B-24, B-25, and B-28)

B-33. Assignment. The Contractor shall not assign the contract or sublet it as a whole nor shall the Contractor assign any moneys due or to become due to him hereunder.

B-34. Mutual Responsibility of Contractors. Should the Contractor cause damage to any separate Contractor on the work the Contractor agrees, upon due notice, to settle with such Contractor by agreement if he will so settle. If such separate Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment against the Owner shall arise therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

B-35. Separate Contracts. The Owner reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly regulate, schedule, connect, and coordinate his work with theirs.

B-36. Subcontractors, Materialmen, Suppliers and Employees

- a. *Subcontractor.* A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site.
- b. *Submission of List.* Unless otherwise required by the Contract Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner in writing the names of Subcontractors for each of the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Owner may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. The contract requires each Subcontractor, to the extent of the Work to be performed by the Subcontractor, (1) to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor, all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.
- c. *Warranty of Contractor.* The Contractor warrants that the subcontractors selected by him are reputable, skilled, reliable, competent, qualified in the trade or field in which they are to perform on the project, and thoroughly familiar with applicable codes.
- d. *Certification On Account Of.* The Architect shall, on request furnish to any subcontractor, wherever practicable, evidence of the amounts certified on his account.
- e. *Contractor Responsible for Acts and Omissions of Subcontractors, Materialmen, Suppliers and Employees.* The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors, materialmen, suppliers, and employees and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
- f. *No Contract between Owner and Any Subcontractor, Materialman, Supplier or Employee.* Nothing contained in the contract documents shall create any contractual relation between the Owner and any subcontractor or between the Owner and any materialman, supplier, or employee of the Contractor or his subcontractors. [See also Article B-02, B-37, B-45, and B-60]

B-37. Relationship of Contractor and Subcontractors

- a. *Obligations of Each.* The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the contract documents insofar as they are applicable to his work.
- b. *Owner Not Obligated to Any Subcontractor.* There is no obligation on the part of the Owner to pay to or to see to the payment of any sums to any (1) subcontractor, (2) materialman, (3) supplier, (4) laborer, (5) employee, or (6) claimant as defined in the payment bond. [See also B-36(d)]
- c. *Incorporation of Terms in Subcontracts.* The Contractor agrees that failure on his part to incorporate in all subcontracts an express provision in accordance with B-37(a) above shall be deemed to be and is a breach of an essential covenant.

B-38. Architect

- a. *Supervision.* The Architect shall have general supervision and direction of the work except in respect to safety as stated under B-12 and except as qualified by B-13 and B-60 of the general conditions. He is the agent of the Owner only when in special instances he is authorized in writing by the Owner so to act, and in such instances he shall, upon request, show the Contractor written authority. He has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract.
- b. *Interpreter and Impartial Judge.* As the Architect is, in the first instance, the interpreter of the conditions of the contract and the judge of its performance, he shall side neither with the Owner nor with the Contractor but shall use his powers under the contract to enforce its faithful performance by both.

B-39. Architect's Decisions

- a. *Promptness.* The Architect shall make decisions with reasonable promptness after presentation of evidence on (1) any claim of the Owner or Contractor, (2) a demand of the Owner or Contractor for a decision on any matter relating to the execution or progress of the work, or (3) a demand of the Contractor or Owner for interpretation of or additional instructions with respect to the contract documents.
- b. *On Artistic Effect.* The Architect's decisions in matters relating to artistic effect shall be final if within the terms of the contract documents.

B-40. Measurements and Dimensions. Before ordering material or doing work which is dependent upon coordination with building conditions, the Contractor shall verify all dimensions, elevations, grades, and pitch by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given to any claim based on differences between the actual dimensions and those indicated on the drawings. Any discrepancies between the drawings and/or the specifications and the existing conditions shall be referred to the Architect for additional instructions before any work affected thereby is given.

B-41. Notice of Readiness for Final Inspection. When the Contractor is ready for a final inspection, he shall give notice to the Architect and a copy to the Owner in the following words:

“The work on the contract for the [show name of improvement or project as it appears in the form of agreement] having been fully completed except as stipulated hereinbelow, it is requested that a final inspection be made promptly by the Architect or Owner's representative. The following work is incomplete through no fault of the Contractor [list any work which the Contractor regards as a proper exception] “

No final inspection shall be made until such time as the Architect has received a letter in the exact form indicated above and a copy thereof has been received by the Owner. In the event the Contractor shall have issued the “Notice of Readiness for Final Inspection” prematurely [hereinafter referred to as “false start”] he shall be liable for the damage resulting from the aforesaid false start including but not limited to the salaries, professional fees, and travel and living expenses of the persons or parties inconvenienced by the aforesaid false start. The Contractor agrees that he may not defend or excuse any deviation from the contract documents on the ground (a) that the deviation was not brought to his attention by another person or party or other persons or parties or (b) that a subcontractor is or subcontractors are at fault.

B-42. Use of Premises. The Contractor shall confine his plant, his apparatus, the staging and storage of materials, the operations of his forces, and the work to limits indicated by law, ordinances, permits, or the contract documents and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of the work to be loaded with weight that will endanger its safety. The Contractor shall enforce the Architect's instructions regarding signs, advertisements, fires and smoking. (See also B-11)

B-43. Cutting, Patching and Fitting. The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit. (See also B-03, B-40, and B-53)

B-44. Cleaning Up. The Contractor shall at all time keep the premises free from accumulations of waste material or rubbish caused by his employees or work. At the completion of the work he shall remove all his rubbish from and about the building and all his tools, scaffolding, and surplus materials and shall leave his work “broom-clean” or its equivalent, unless more exactly specified. In case of dispute the Owner may remove the rubbish and charge the cost to the Contractor as the Architect shall determine to be just. At the end of each working day, Contractor shall leave the premises in a broom clean condition and remove all trash and debris. The Contractor shall provide such mats, drop cloths, etc., as shall be necessary to protect the surrounding areas from soil or damage. Any damage to existing work shall be repaired or replaced in accordance with Article 12 of the General conditions. (See also B-12 and B-27)

B-45. Specification Arrangement. The specifications are separated into numbered and titled divisions for convenience of reference. Neither the Owner nor the Architect assumes any responsibility for defining the

limits of any subcontracts on account of the arrangement of the specifications. Notwithstanding the appearance of such language in the various divisions of the specifications as, "The Plumbing Contractor", "The Electrical Contractor", "The Roofing Contractor", etc., the Contractor is responsible to the Owner for the entire contract and the execution of all of the work referred to in the contract documents. No partial sets of bidding documents shall be issued by the Architect. (See also B-02, B-36, and B-37)

- B-46. Commencement, Prosecution and Completion.** The Contractor will be required (a) to commence work under this contract within ten days after date of written notice from the Owner to proceed [See B-1(j)], (b) to prosecute the work with faithfulness and energy (c) to install the various parts of the work with equal steps shown on the construction progress schedule and at the same rate shown on the construction progress schedule to be furnished pursuant to B-50 and (d) to complete the work within the time stipulated in the proposal form as adjusted by any extensions of time provided for under B-15 and B-18. Commencement of work shall mean actual physical work on the site. [See Also B-1(f) and B-1(i)] In the event the Contractor shall be delinquent in respect to compliance with the time limits established in the construction progress schedule, he shall, within seven days after receipt of written demand of the Owner, commence working not less than a twelve hour day and no less than six days a week until such time as he shall have brought the amount of work in place into compliance with the construction progress schedule. Fulfillment of this requirement as to overtime work (hereinafter referred to as "recovery of lost time required of the Contractor for his breach of covenant as to time") shall not relieve the Contractor from liability for breach of the covenant as to time [Article B-1(f) of general conditions]. For account of recovery of lost time required of the Contractor for his breach of covenant as to time the Contractor shall be entitled to no claim against the Owner for any payment, repayment, reimbursement, remittance, remuneration, compensation, profit, cost, overhead, expense, loss expenditure, allowance, charge, demand, hire, wages, salary, tax, cash, assessment, price, money, bill, statement, dues, recovery, restitution, benefit, recoupment, exaction, injury or damages. (See also B-25 and B-26)
- B-47. Omitted.**
- B-48. Drug-Free Work Place Act.-** The Contractor acknowledges that he is fully aware of the contents and requirements of O.C.G.A. 50-24-1 *et. seq.* The Contractor, upon submission of a bid in connection with this contract, does thereby certify that he and his subcontractors are and will remain in compliance with the aforesaid act.
- B-49. Conflicts.** The following principles shall govern the settlement of disputes which may arise over conflicts in the contract documents: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large-scale drawings and small-scale drawings, the larger scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; and (d) as between the form of agreement and the specifications, the requirements of the form of agreement shall govern. Conflicts noted shall be reported to the Architect. The principles set forth herein shall not alter provisions of B-2 of the general conditions.
- B-50. Progress Reports.** Within such reasonable space of time as the Owner shall designate in writing, the Contractor shall submit to the Owner such schedule of quantities and costs, construction progress schedules, payrolls, bills, vouchers, correct copies of all subcontracts, statements, reports, correct copies of all agreements, correspondence, and written transactions with the surety on the performance bond which have any relevance to the work, estimates, records, and other data as the Owner may request concerning work performed or to be performed under this contract. When requested by the Owner, the Contractor shall give the Owner access to accounts relating to the foregoing. The above reports shall include but are not limited to (a) written notice of dates by which specified work will have been completed, (b) written notice of dates by which condemned work shall have been made good, (c) written notice that condemned work has been made good, (d) written notice as to the date or dates by which work which has not been performed with equal steps and at the same rate required by the construction progress schedule shall have been brought into conformity with the construction progress schedule, (e) date by which any undisputed claim of a subcontractor, materialman, or laborer shall have been paid, (f) written advice regarding the nature and amount of any disputed claim of a subcontractor, materialman, or laborer, and (g) information regarding work performed upon demand of the Owner pursuant to B-15. Prior to submitting the first periodical estimate (see B-24), the Contractor shall have furnished to the Owner and the Architect a construction progress schedule

(based on work in place only) in accordance with the style and format of a specimen to be furnished by the Owner [copies of which specimen will be furnished to Contractor on request]. (See also B-1(i), B-19, B-20, B-26, and B-46)

B-51. Omitted.

B-52. Trading with the State Statute.-In signing the assignment order, the contractor certifies that the provisions of law contained in O. C. G. A. Sections 45-10-20 to 45-10-71 prohibiting officials and employees of the state from engaging in certain transactions with the state and state agencies, have not and will not be violated in any respect in regard to this contract.

B-53. Manufacturer's Recommendations. In the event the contract shall require that given work or materials shall be installed in accordance with the manufacturer's recommendations or requirements, the Contractor shall obtain for his use at the site in executing the work copies of the bulletin, circular, catalogue, or other publication of the manufacturer bearing the title, number, edition, date, etc., [hereinafter referred to as the "doctrine"] designated in the contract.

B-54. Keys. Keys with tags indicating number and/or description of door or room each key is intended to fit attached to each key shall be delivered to the Owner. Contractor shall prepare and furnish with the keys an itemized key schedule in quintuplicate listing the door or room number and/or description, serial number of key, and number of keys being delivered for each door or lock.

B-55. Operation and Maintenance Data and Instructions. The Contractor shall furnish proper instructions to the lessee of the Owner in the presence of the Architect concerning operation and maintenance of all mechanical and electrical equipment. The Contractor shall give notice in writing to the Architect with copy to the Owner at least fifteen days prior to the date on which it is proposed to give instructions to the lessee.

B-56. Space Conditions. All pipes passing through floors, walls, and ceilings shall be installed with sufficient space between them to permit installation of pipe insulation and floor, wall, and ceiling plates without cutting of insulation or plates. The Contractor shall locate all equipment that must be serviced, operated, or maintained in fully accessible positions.

B-57. Cash Allowances. The Contractor shall include in the contract sum all allowances named in the contract documents.

B-58. Testing Services. Laboratories for testing services shall be selected by, engaged by, and responsible to the Architect. This article does not apply to verification of design mix on concrete. (See also B-13 and B-65)

B-59. Omitted.

B-60. Contractor's Warranty as to Performance. The Contractor warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the contract documents. The Contractor having the obligation to keep a competent superintendent on the work during its progress, to employ only skilled mechanics, and to enforce strict discipline and good order among his employees, the Contractor, himself, is responsible for seeing that the work is installed in accordance with the contract documents. The Contractor warrants to the Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. (See also B-09, B-13, B-14, B-15, B-20, B-36, B-38, and B-39)

B-61. Omitted.

B-62. Omitted.

B-63. Omitted.

B-64. Effect of Addenda, Amendments, Bulletins, Deletions, Omissions, and Change Orders. No special implication, interpretation, construction, connotation, denotation, import, or meaning shall be assigned to any

provision of the contract documents because of changes created by the issuance of any (1) addendum, (2) amendment, (3) bulletin, (4) notice of deletion, (5) notice of omission, or (6) change order other than the precise meaning that the contract documents would have had if the provision thus created had read originally as it reads subsequently to the (1) addendum, (2) amendment, (3) bulletin, (4) notice of deletion, (5) notice of omission, or (6) change order by which it was created.

B-65. Concrete Specifications. “Standard Minimum Concrete Specifications,” October 1963, revised May 1976; revisions approved jointly by the Georgia Branch, The Associated General Contractors of America, and Georgia Concrete and Products Association, Inc., successors to Georgia Ready-Mix Concrete Association are adopted as a minimum requirement.

B-66. Fire Marshal Inspections.

- a. *General.* The State Fire Marshal may make inspections at any time. It shall be the responsibility of the Contractor to request inspections at 80% completion and for 100% inspection and Certificate of Occupancy. Requests shall be in writing with a copy to the Owner and Engineer. (Confirm lead time for inspection.)
- b. *Jurisdiction.* The facilities are under the jurisdiction of State Official Code of Georgia annotated 25-2-13 (O.C.G.A.)
- c. 80% and 100% Inspections: The basic definitions for 80% and 100% inspections are as follows:
 1. 80% Field Review—The structural components are in place and open for review of the fire safety components. NOTE: Structural components include the following: fire walls, vertical shafts, stairways, smoke stops, hazardous area separation, roof and ceiling assemblies, corridor and door width, and HVAC system.
 2. 100% Completion—The building is ready to occupy and qualifies for a Certificate of Occupancy.
- d. *Applications for 80% Inspection and 100% Inspection and Certificate of Occupancy.* The applications for inspection are included hereinafter.

B-67. Omitted.

B-68. Forms and Specimens. - The forms and specimens attached as exhibits are incorporated by reference herein and shall be executed in substantial conformance as required or convenient in describing obligations under the contract documents.

B-69. Copies of Notices to Owner. Wherever the general conditions provide that a copy of any notice, request, or demand filed with the Architect by the Contractor shall be furnished to the Owner, such notice, request or demand shall not become effective until the Owner’s copy shall have been received by the Owner. No notice in writing or orally to the Architect or to the resident engineer inspector is notice to the Owner unless copy of the aforesaid notice in writing shall have been properly served upon the Owner at the address shown on the Assignment Order. [See also B-01(d), B-15, B-18, and B-39]

B-70. Utilities. Except for the cost of connection, the Owner shall furnish without cost to the Contractor all water and electricity as presently available at the site required to do the work. The Contractor shall make connection to utilities at locations agreeable to the Owner. The Contractor shall pay all costs for connections and extending these to the area where it proposes to use them. (See also B-09)

B-71. Form of Agreement. The form of agreement shall be executed on the form of agreement supplied by the Owner. [See also Article B-1]

Exhibit "C"

Immigration and Security Form

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq. Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 26, 2013, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 26, 2013, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature Title Date

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

Exhibit "D"

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Georgia World Congress Center Authority 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

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Exhibit "E"

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 Georgia World Congress Center Authority 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Exhibit "F"

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of Georgia World Congress Center Authority 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,201__.

NOTARY PUBLIC
My Commission Expires:

**A RESOLUTION
OF
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
REGARDING
SERVICES AGREEMENT
FOR THE FURNISHING, DELIVERY, AND INSTALLATION OF FLOORING**

WHEREAS, the Geo. L. Smith II Georgia World Congress Center Authority (the “Authority”) owns and operates the convention and tradeshow facility known as the Geo. L. Smith II Georgia World Congress Center, Centennial Olympic Park, and other facilities; and

WHEREAS, pursuant to O.C.G.A. § 10-9-4(a), the general purpose of the Authority is to acquire, construct, equip, maintain, and operate the project, including but not limited to the Georgia World Congress Center, Centennial Olympic Park, and other facilities, in whole or in part, directly or under contract with the Department of Economic Development or others, and to engage in such other activities as the Authority deems appropriate to promote trade shows, conventions, and political, musical, educational, entertainment, recreational, athletic, or other events and related tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, commercial, and natural resources of the State of Georgia by those using the project or visiting the state or who may use the project or visit this state; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(5), the Authority has the power to acquire, by purchase, gift, lease, or otherwise; to own, hold, improve, and use; and to sell, convey, exchange, transfer, lease, sublease, and dispose of real and personal property of every kind and character, or any interest therein, for its corporate purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(6), the Authority has the power to make all contracts and to execute all instruments necessary or convenient to its purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-7 the management of the business and affairs of the Authority shall be vested in the Board of Governors, and the Board of Governors shall have the power to make bylaws, rules, and regulations for the operation, management, and maintenance of the Georgia World Congress Center, Centennial Olympic Park, and all other projects and properties of the Authority or as may be under the management and control of the Authority; and

WHEREAS, pursuant to O.C.G.A. § 10-9-15(a), the Authority is required to operate the project so as to ensure its maximum use, and in connection with and incident to the operation of the project the Authority may engage in such activities as it deems appropriate to promote trade shows, conventions, and tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, and natural resources of the State of Georgia by those using or visiting the project; and

WHEREAS, pursuant to Section 14 of Article VII of the Authority’s Bylaws, except to the extent such authority is conferred upon the Executive Director or other officers of the Authority under or pursuant to the Bylaws, no officer or employee of the Authority is authorized to enter into any written or oral agreement binding upon the Authority; and

WHEREAS, Vanguard Commercial Flooring LLC (“Contractor”) seeks to furnish, deliver, and install flooring and to provide also related services to the Authority on a contract basis on terms and conditions agreed upon by the parties; and

WHEREAS, the Authority apprehends that contracting for such services is consistent with the corporate purposes and mission of the Authority and the Authority’s sound business practices; and

WHEREAS, pursuant to Section 5 of Article VII of the Authority’s Bylaws, the Executive Director is authorized to execute contracts related to the operation, in the ordinary course of business, of the Project, including contracts for the use of the Authority’s facilities, equipment, and services, but subject to the Bylaws and any policies, forms, and schedules as may be adopted or approved by the Board or Executive Director governing such contracts, and also to sign and execute other contracts in the name of the Authority when authorized to do so by resolution of the Board and to sign and execute contracts in the name of the Authority which are authorized by the Board when no other officer is designated by the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that the Executive Director is authorized, though not required, to execute and deliver, in substantially similar form to the one attached hereto as Exhibit A, but subject to the occurrence or satisfaction of any and all applicable contingencies, terms and conditions, an agreement for Vanguard Commercial Flooring LLC to furnish, deliver, and install flooring and provide related services to the Authority on a contract basis on terms and conditions agreed upon by the parties, but only so long as such agreement complies with applicable law and, in the judgment of the Executive Director, is consistent with the corporate purposes and mission of the Authority and the Authority’s sound business practices.

BE IT FURTHER RESOLVED that the Executive Director is authorized to take any and all actions, to execute and deliver any and all documents, agreements, certificates and instruments and to take any and all steps deemed by the Executive Director to be necessary or desirable to consummate the execution of an agreement for such services and to carry out the purpose and intent of the foregoing resolution, and all actions heretofore taken in furtherance thereof are hereby ratified and confirmed in all respects.

ADOPTED this 28th day of January, 2020.

Bill Russell, Chair, Board of Governors
Geo. L. Smith II Georgia World Congress Center Authority

Attest: _____
Dale Aiken, Assistant Secretary

{ Authority Seal }

EXHIBIT A

A draft of the Agreement follows this page.
(5 Pages)

**AGREEMENT FOR SERVICES
BETWEEN
THE GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
AND
VANGUARD COMMERCIAL FLOORING LLC.**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020 by and between the GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY (the "Authority"), and VANGUARD COMMERCIAL FLOORING LLC, whose address is 1325 Oakbrook Drive, Suite E, Norcross, Georgia 30093 (the "Contractor") and whose F.E.I. Number is _____.

WITNESSETH:

In consideration of the mutual agreements between the parties, the parties agree as follows:

1 SERVICES TO BE PROVIDED BY THE CONTRACTOR.

Contractor shall will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. The price includes all applicable freight and taxes, unless otherwise noted. Unless specifically included in this proposal: excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; includes no attic stock of material beyond installation coverage; includes work only during regular hours and for a single phase job; excludes any furniture movement; excludes any addenda beyond the base bid; Per CRI-104-96, 6.3 site conditions: The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed. Floor preparation will be billed on a time and material basis at \$75.00 per man-hour plus the cost of the materials. Client is subject to payment for stored materials. Vanguard Commercial Flooring LLC. will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Vanguard Commercial Flooring is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay that amount. This proposal is valid for forty-five (45) days. Full payment is due thirty (30) days from receipt of invoice unless otherwise specified.

2 COMPENSATION.

2.1 For all services rendered and work product delivered by Contractor, the Authority shall pay Contractor a fee totaling Nine Hundred Seventy-Two Thousand, Six Hundred Ninety-Two Dollars and Forty Cents (\$972,692.40) (the "Contract Fee"), which shall be due and payable on completion of the project and delivery and completion of all services under this Agreement.

2.2 The Contractor shall bill the Authority on Contractor invoice forms with such additional forms as the Authority may require. The Contractor shall bill the Authority and receive payment only for services authorized in this Agreement and only for services actually provided. Additional Compensation for phone consultation, planning, record keeping, collateral work and travel time is not allowed. Other than payment of the fees expressly identified herein, the Authority will not be responsible to reimburse Contractor for any costs which Contractor incurs performing

its duties under this Agreement. The Authority shall not be responsible to pay Contractor for any services other than those expressly identified herein.

2.3 The Authority shall not be obligated to pay for services when the Contractor fails to submit a Contractor invoice within ten (10) calendar days after the completion of work. Invoices which are complete in accordance with instructions issued by the Authority received by the Authority within five (5) calendar days after the services are provided shall be processed and paid no later than thirty (30) calendar days after the date invoiced. Those invoices received later shall be processed and paid with the next month's invoices. Incomplete, incorrect, or disputed invoices shall be returned to the Contractor for corrective action.

2.4 Contractor shall not charge or directly bill any third party, including any third party incidentally benefiting from or otherwise utilizing Contractor's services or work product under this Agreement, any fee. Rather, for services provided or work product generated under this Agreement Contractor shall receive only the Compensation identified in this Agreement, and nothing else from any source.

2.5 Payment under this Agreement is conditioned upon Contractor's compliance with all the terms of this Agreement. Payment may be deferred until such requirements are satisfied or may be reduced or denied if such requirements are not satisfied.

3 *LIMITATION.*

The monetary obligation of the Authority under this Agreement is limited to the Compensation identified in Article 2 and may not under any circumstances exceed those amounts.

4 *REPRESENTATIVES.*

Contractor shall direct all matters regarding this Agreement to: Kenneth Stockdell, Project Manager, Geo. L. Smith II Georgia World Congress Center Authority, 285 Andrew Young International Boulevard, Atlanta, Georgia 30313.

5 *CONTRACT PERIOD.*

The period of this Agreement shall begin on execution. Contractor shall deliver completed services to the Authority not later than July 29, 2020. Time is of the essence of this Agreement.

6 *TERMINATION OF CONTRACT.*

This Agreement may be terminated by the Authority with or without cause prior to the expiration of its term. If this Agreement is terminated prior to the expiration of its term, the Authority shall pay the Contractor only for services already provided.

7 *APPLICABLE STANDARDS.*

7.1 The Contractor's services under this Agreement shall comply with all applicable laws, ordinances, rules, regulations, licensure requirements, procedures and standards established by any federal, state or local government.

7.2 In addition, Contractor shall comply with such additional standards governing services provided under this Agreement as may be established by the Authority.

8 *NONDISCRIMINATION.*

8.1 Contractor shall comply with all applicable Federal and State laws, rules, regulations and policies relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, national origin, age, or disability. For purposes of this

Agreement, including this paragraph, "employee" includes, in addition to employees of Contractor, any independent contractor retained by Contractor to provide services pursuant to this Agreement.

8.2 Contractor shall comply with all Federal and State laws, including the federal Civil Rights Acts, Section 504 of the Rehabilitation Act of 1973 the Age Discrimination in Employment Act, the Americans with Disabilities Act, and rules, regulations and policies relative to nondiscrimination by Contractor in service practices and facilities because of political affiliation, religion, race, color, sex, national origin, age, or disability.

9 LICENSES, STANDARDS AND QUALIFICATIONS.

9.1 Contractor and each employee and independent contractor assigned by Contractor to this Agreement shall (1) meet applicable statutes and regulations, standards and policies of agencies governing the funding or approval of services provided under this Agreement and (2) shall hold all licenses, registrations, and other permits that are required by this Agreement or by law to be obtained by the Contractor for itself and for or by employees or independent contractors of Contractor engaged in the performance of services under this Agreement necessary for the performance of such services. Copies of such licenses, registrations, and permits shall be made available to the Authority upon request by the Authority.

9.2 Notwithstanding any reference in this Agreement to independent contractors of Contractor performing services under this Agreement, Contractor shall not be authorized to assign to the provision of services under this Agreement any independent contractor without the prior written approval of the Authority, which may be granted or withheld in the Authority's sole and absolute discretion. Contractor shall provide to the Authority written notice of (1) any notice received by Contractor of any investigation, proposed disciplinary or other regulatory actions, or imposition of any disciplinary or other regulatory actions against Contractor in the performance of service under this Agreement or with respect to services rendered under any professional license or registration or permit held by Contractor; and (2) any claim, regardless of by whom made, of professional error or omission or the violation of this Agreement, with respect to any services under this Agreement; and (3) any information, indictment, or charge of the violation of the criminal laws of the United States or of any State against Contractor.

10 INDEPENDENT CONTRACTOR RELATIONSHIP.

10.1 Contractor is an independent contractor. Contractor is not a partner, joint venturer, agent or servant of the Authority.

10.2 This Agreement shall be binding upon Contractor.

11 SOLE AGREEMENT.

11.1 This Agreement constitutes the sole agreement among the parties relating to the subject matter described in this Agreement. No promises or representations, oral or written, not incorporated herein shall be binding upon the parties.

11.2 No modification of this Agreement will be effective unless such modification shall have been made in writing, signed by all parties, and designated as an amendment clearly referring to this document.

12 GEORGIA LAW GOVERNS.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

13 *VENUE.* For the purposes of venue, all actions arising out of or in connection with this Agreement, other than those for which a federal court is the court of exclusive original jurisdiction, may be brought in any of the courts of Fulton County, Georgia, having subject matter jurisdiction.

14 *INSURANCE.*

During the term of this Agreement, the Contractor shall procure and maintain the following insurance. Each contract of insurance shall designate the Contractor and the Authority as named insureds; shall provide that the policy will not be cancelled or altered except upon thirty (30) days prior written notice to the Authority; and shall be issued by an insurance company licensed to do business in the State of Georgia in such form as the Authority may approve.

14.1 Comprehensive Commercial General Liability Insurance, with contractual liability coverage, on an occurrence basis with minimum limits of liability of not less than One Million Dollars (\$1,000,000.00) per person, Two Million Dollars (\$2,000,000.00) per occurrence.

14.2 Automobile Liability Insurance with minimum limits of liability of not less than One Million Dollars (\$1,000,000.00) per person, Two Million Dollars (\$2,000,000.00) per occurrence

14.3 Workers' Compensation Insurance covering all persons employed, directly or indirectly, by Contractor in connection with any work or operations performed by Contractor in the Premises.

14.4 Contractor acknowledges that Contractor is not covered by the Authority's liability insurance program, the Authority's workers' compensation insurance coverage (for Contractor or any of Contractor's employees), any property damage insurance maintained by the Authority for its property, health insurance (for Contractor or any of Contractor's employees), or any other insurance or benefit program for Contractor, its employees, or its property.

15 *HOLD HARMLESS.*

15.1 Property.

15.1.1 Limitation of Contractor's Liability. Contractor's liability for physical damage to the Center from a peril insured by the State Hazard and Insurance Reserve Fund ("*Fund*") shall be limited to \$100,000.00. This limitation does not apply if such damage is caused by (a) Contractor's intentional or grossly negligent conduct or (b) Contractor's use, storage, handling or transportation or disposal by Contractor of any material regulated as to its use, storage, handling, transportation or disposal by any government. This limitation of Contractor's liability does not apply to any other person.

15.1.2 Contractor and Other Property. Authority shall have no liability for any damage to or loss of property of Contractor or of property brought into the Center or Premises by Contractor or by persons admitted to the Center by Contractor. Contractor shall look solely to such insurance as Contractor is required or elects to obtain and shall require each person admitted to the Center by Contractor to look solely to such insurance as they may elect to obtain for protection against loss of or damage to such property. Contractor waives and shall save the State of Georgia and Authority and its officers and employees harmless from all liabilities, and the cost and expense of defending all claims of liability, for any loss (from theft or otherwise) of or damage (i) to property of Contractor and, to the extent of and limits of the required insurance set forth above, (ii) to property brought into the Center by any person admitted to the Center by Contractor as a result of any occurrence within the Premises or (iv) to property of others as the result of the negligent or wrongful act or omission of Contractor or any person admitted to the Center by Contractor, in each case, regardless of whether

Authority's negligent or wrongful act or omission caused, contributed to or aggravated the loss or damage, and regardless of where such loss or damage occurs.

15.2 Persons. Contractor and Authority intend to rely on the insurance required to be provided by Contractor under this Agreement to protect each of them against liabilities, and costs or expenses of defending claims of liability for injury to persons.

15.3 Claims Administration. Any claim against the State, Authority or its officers and employees shall be administered by the State Department of Administrative Services unless the Department otherwise agrees. The defense of any such claim shall be provided by the State Attorney General.

15.4 No Increase in Authority Liability. This Agreement shall not impose any liability on the Authority that would not otherwise be imposed, increase any liability limit that would otherwise apply, or waive any defenses or immunity that would otherwise be available.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

VANGUARD COMMERCIAL FLOORING LLC

BY: _____
ITS: _____
DATE: _____

GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY

BY: _____
ITS: _____
DATE: _____

County of Fulton,
State of Georgia

Affidavit of Presiding Officer of Board

Personally appeared before the undersigned officer, duly authorized to administer oaths, Bill Russell, Chair of the Georgia World Congress Center Authority (hereinafter sometimes the "Board"), who, after being sworn, deposes and states under oath the following:

1.

I am the duly appointed Chair of the Board. I am over the age of eighteen years, and have personal knowledge of the facts contained in this Affidavit.

2.

This Affidavit is given as required by the Georgia Open Meetings Act ("the Act", O.C.G.A. § 50-14-1, *et seq.*), specifically O.C.G.A. § 50-14-4(b).

3.

The Board met in an open meeting, as required by O.C.G.A. § 50-14-1(b), on the 28th day of January, 2020, and during the course of that meeting it became necessary for the Board to close the meeting to the public, pursuant to the provisions of the Act.

4.

As reflected in the minutes of the open meeting to which this Affidavit is attached, upon a majority vote of a quorum of members of the Board present for the meeting, the meeting of the Board was closed for the specific reason set out in the minutes, the specific exceptions to the Act being the following:

- 1) To consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, and administrative proceedings.**

5.

I presided over the closed portion of the meeting of the Board.

6.

The closed portion of the meeting was devoted to matters within the exceptions provided by law and no public matter, official business, or policy of the Georgia World Congress Center Authority was discussed or presented; no official action was taken; and no recommendations on any public matter, official business or policy were formulated, presented or discussed during the portion of the meeting of the Board which was closed to the public **EXCEPT** as such discussion, presentation, recommendation or action related to the specific exceptions to the Act for which the meeting was closed to the public, as set out in Paragraph 4 of this Affidavit.

Further Affiant sayeth not.

Sworn to and subscribed
before me this 28th day
of January, 2020.

Dale S. Aiken, Notary Public

Bill Russell, Chair

My Commission Expires:

9/26/20.

(Notary Seal Here)