



**GEORGIA WORLD CONGRESS CENTER AUTHORITY
(GWCCA)**

REQUEST FOR PROPOSAL

OLYMPIC CAULDRON INSTALLATION AT CENTENNIAL OLYMPIC PARK

**RFP# GWCCA61226EC
Revised per Addendum No. 1**

PROCUREMENT OBJECTIVE

1. Summary Statement

Notice is hereby given that the Georgia World Congress Center Authority (hereinafter referred to as the “Authority” or “Owner”) is soliciting competitive sealed proposals from qualified and experienced firms to provide construction, restoration, fabrication, relocation, and installation services associated with the Olympic Cauldron Relocation and Installation Project at Centennial Olympic Park. The project includes the removal, refurbishment, transportation, and reinstallation of the historic 1996 Olympic Cauldron, together with associated site improvements, utility infrastructure, structural construction, lighting, landscaping, interpretive elements, and related work as further described in this Request for Proposal (RFP). Proposals shall be submitted in accordance with the terms, conditions, specifications, and requirements set forth herein.

2. Issuing Officer and Authority Contract

This RFP is being issued by the Georgia World Congress Center Authority which is the only office authorized to change, modify, clarify, etc., the provisions of this RFP and to award any contract(s) resulting from the RFP.

The Issuing Officer and sole point of contact for administrative and technical issues regarding this RFP is:

Erle Coleman, Director of Supply Chain Management
Georgia World Congress Center Authority
285 International Boulevard,
NW Atlanta, Georgia 30313
Telephone: (404) 223-4244
E-mail: ecoleman@gwcc.com

The Issuing Officer may designate others to act on his/her behalf. The Authority may change the Issuing Officer or the limits of his/her authority at its discretion.

3. Mandatory Proposal Conference

A Mandatory proposal conference will be held on June 23rd, 2026 at 10:00 A.M. at the following location:

Georgia World Congress Center Authority
Authority Boardroom
285 Andrew Young International Blvd
Atlanta, Georgia 30313

Attendance at this conference is Mandatory in order to submit a proposal. Two (2) representatives from each firm may attend. For information regarding this conference contact: Erle Coleman, Georgia World Congress Center Authority, (404) 223-4244.

The purpose of this conference will be to clarify the contents of this Request for Proposal in

order to help ensure a thorough understanding of the Authority's requirements. Any questions as to the requirements of this Request for Proposal, or any apparent omission or discrepancy should be presented to the Authority's representatives at this conference. This conference also provides a forum by which interested parties will have equal access to relevant RFP information prior to the final proposal submission.

4. Obtaining Proposal Documents

The **complete RFP package** Documents, scope of work, proposal form and associated Addendum (if issued) will be **PUBLICALLY POSTED** on the **GEORGIA PROCUREMENT REGISTRY** at the **following web address** (and may be directly downloaded using Acrobat 7.0):

http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

5. Proposal Submission and Deadline

Proposals are to be addressed and delivered, on or before the submission deadline, as follows:

One (1) flash drive (clearly marked), One (1) Original (clearly marked) and five (5) complete hardcopies to:

Georgia World Congress Center Authority
285 International Boulevard, NW
Atlanta, Georgia 30313-1591
Attn: Erle Coleman, Supply Chain Management
Telephone: (404) 223-4244

Such sealed bids will be received until 10:00 A.M. on July 12, 2026.

All copies of the proposal shall be submitted in a sealed, opaque envelope or box, words "SEALED PROPOSAL", **RFP# GWCCA61226EC Olympic Cauldron Installation at Centennial Olympic Park – Revised per Addendum One** clearly indicated, along with Proposer's name and address, on the outside of all the sealed envelope(s) and/or box (s). No telephone, email, or facsimile proposals will be considered.

Sealed proposals sent by courier, mail, etc., should be addressed to the Issuing Officer and should be received one hour prior to proposal deadline.

Proposers are solely responsible for ensuring delivery of proposals to, and in the hands of, the Issuing Officer by the date and time indicated. The mere fact that the proposal was dispatched or mailed may not be considered. Any proposal received after the date and time specified or improperly marked, prepared, or submitted may not be eligible for consideration and may be returned unopened.

6. Duration of Offer

Once submitted, a proposal becomes the property of the Authority and constitutes an offer by the Proposer that may not be revoked or withdrawn after the time set for deadline for receipt of proposals and shall remain open for acceptance for a period of One Hundred and Twenty (120) days following such time, and thereafter only in writing.

END OF SECTION I

BACKGROUND and INTENT

General Information

1. Organizational Context:

The Georgia World Congress Center Authority (GWCCA) campus, which includes Georgia World Congress Center, Centennial Olympic Park, Mercedes-Benz Stadium, and Signia by Hilton Atlanta, is the largest combined convention, sports, and entertainment campus in North America. Since 2014, GWCCA has managed and operated the Savannah Convention Center (SCC) – marking the industry’s first-ever private-to-public facility management agreement. These facilities exist for the primary benefit of promoting and facilitating events and activities that generate economic benefits to the citizens of the state of Georgia as well as enhance the quality of life for every Georgian.

Georgia World Congress Center

Georgia World Congress Center is the largest LEED Gold certified convention center in the world and continues to be one of the nation’s premier destinations for conventions, trade shows, film production, and much more. GWCC encompasses 3.9 million square feet and is among the largest convention centers in the nation in terms of exhibit space. GWCC features 13 exhibit halls offering 1.5 million square feet of prime exhibit space in addition to 98 meeting rooms, 3 auditoriums, 2 grand ballrooms, and various outdoors spaces and plazas. Georgia International Plaza includes a parking deck and pedestrian plaza on Andrew Young International Boulevard adjacent to Georgia World Congress Center and Mercedes-Benz Stadium.

Centennial Olympic Park

Commemorating the 1996 Centennial Olympic Games, Centennial Olympic Park (COP) is a 22-acre urban oasis in the center of Atlanta’s dynamic downtown

entertainment district and is operated by Georgia World Congress Center Authority. COP’s great lawn provides natural seating for 20,000 and new features make it the ideal location for a variety of events. Centennial Olympic Park is located adjacent to the Georgia World Congress Center.

Mercedes-Benz Stadium/The Home Depot Backyard

The 71,000-seat Mercedes-Benz Stadium (MBS) is home to the Atlanta Falcons and Atlanta United and annually hosts the AFLAC Kickoff Game, Chick-fil-A Peach Bowl, SEC Football Championship Game along with other special events and concerts that provide fans with an unparalleled experience while contributing to the economic growth and success of Atlanta and the state of Georgia. Sitting in the former footprint of the Georgia Dome, The Home Depot Backyard functions as a fan experience zone and parking lot during events at MBS, and as greenspace open to the public on non-event days.

Savannah Convention Center

In 2014, the Georgia International Maritime and Trade Center Authority (now Savannah-Georgia Convention Center Authority) approved the selection of GWCCA to manage and operate the Savannah International Trade & Convention Center – today known as Savannah Convention Center (SCC) – marking the industry’s first-ever private-to-public facility management agreement. The 330,000-square-foot SCC currently features 100,000 square feet of exhibit space, a 367-seat auditorium, 50,000 square feet of prime meeting space consisting of 13 meeting rooms, a 25,000-square-foot Grand Ballroom, and four executive board rooms. In fiscal year 2020, the Georgia General Assembly approved \$70M in bonds for an expansion project that will double the exhibit hall space as well as offer a 40,000 square-foot ballroom, 15 new meetings rooms, and a 900-space parking deck. The SCC expansion project broke ground in March 2021.

Signia by Hilton Atlanta

Owned by GWCCA and managed by Hilton Management Services, Signia by Hilton Atlanta is the city’s largest downtown ground-up hotel development project in 40 years. The 453-foot-high, 976-room hotel overlooks Mercedes-Benz Stadium and is connected to Georgia World Congress Center’s Building C. Signia by Hilton Atlanta offers more than 100,000 square feet of meeting space, including the largest hotel ballroom in Georgia, an outdoor event deck and lawn, and three boardrooms. The hotel also features eight signature food and beverage experiences, including three restaurants and three bars, as well as world-class amenities, including a spa, beauty bar and fitness center with yoga stations, Peloton bikes and more.

The Authority enjoys a strong service reputation based upon our ability to provide a superior facility and related services. The following Request for Proposals will be used to select an organization to partner with the Authority to deliver a service to our customers in a manner that complements our ongoing operations and commitment to excellence and sustainability.

2. Performance Time

The term of any construction contract resulting from this proposal shall begin upon execution of the Agreement and continue through December 31, 2026. Completion of all work shall be by a date to be determined (TBD). Time is of the essence.

END OF SECTION II

SECTION III

OLYMPIC CAULDRON INSTALLATION AT CENTENNIAL OLYMPIC PARK

RPF# GWCCA61226EC

Revised per Addendum One

The Georgia World Congress Center Authority (“GWCCA”) is seeking proposals from firms interested in providing construction services for the relocation, restoration, and installation of the Olympic Cauldron at Centennial Olympic Park (“COP”).

General Project Information

Background: The Olympic Cauldron utilized during the 1996 Centennial Olympic Games, which is presently at the GSU property near the intersection of Fulton Street and Hank Aaron Dr SW in downtown Atlanta. This scope of work (SOW) will be to relocate the Cauldron to Centennial Olympic Park (COP). It currently sits atop a tall (approx. 100’) scaffolding tower. The only element to be reused in the new COP installation will be the actual Cauldron (and associated operational equipment). The Cauldron still has operable gas flame nozzles with supporting equipment in housing just below the Cauldron, and the gas flame capability will be operational in its new location. The gas flame and igniter are currently controlled via a phone app. The Cauldron will be refurbished and refinished before being installed in COP.

A site has been selected within COP to receive the Cauldron. This will require that the existing granite podium blocks currently in that location to be relocated to a nearby site.

Schedule:

Site visits – June 23rd to both the current location of the Cauldron and the site within COP. The team will not have access to the Park for construction activity until after the end of World Cup in late July 2026. Before that time the team can access the existing Cauldron location. The Cauldron refurbishment and installation project should be complete and operational by December 2026.

Scope of Work: Elements of the project include;

1. Revision of "right to enter" language to access the Cauldron.
2. Cauldron: Removal, refurbishment (including gas flames), and installation at site in COP.
3. Removal and storage of 22 wood planks (inscribed with Olympic city names) and replacement with suitable decking.
4. Cleaning and polishing of interpretive metal panels at the base of the tower.
5. Structural assessment of tower on GSU property.
6. Preparation of Operations and Maintenance manual.

Specific Tasks and Project Elements:

GSU Site: The Cauldron currently sits atop a scaffolding tower located at the southeast corner of the intersection of Fulton St SW and Hank Aaron Dr SW (Capital Ave SE)

1. **June 23, 10-noon***: The Owner will conduct a site visit to get to the top of the tower to observe the Cauldron in its current location. Disconnect and remove the Cauldron from the top of the tower and move to a protected location for refurbishment.
2. Contractor to confirm weight and size of Cauldron after is removed from existing location.
3. Per direction of the Owner, potentially remove and store memorabilia elements from the tower, base, and bridge (sign panels, wood planks with inscriptions, etc.) and store or properly dispose of elements.

***Note: June 23, 1-2pm: The Owner will conduct a tour of Centennial Olympic Park where the Cauldron will be located.**

Off Site:

4. Move Cauldron to offsite location to be refurbished and refinished (utilizing the original color scheme) and store the Cauldron until the base is ready for installation. The gas valves should be fully operational when complete.
5. Contractor to verify gas flow rate of gas burners located on top of Cauldron.

COP Site:

6. Adhere to GWCCA construction site standards for project within COP. Survey shall be provided to locate existing underground utilities.
7. Utility Services -
 - a. LP Gas – a new 3,900-gallon underground tank to be in a buried tank in planting bed adjacent to Cauldron site. The gas connection, isolation valves, pressure regulating valve, and controls to be in the planter area such that no operational equipment is within the Cauldron base.
 - b. Electrical - to be provided for the Cauldron LP Gas controls, and lighting for the Cauldron and granite podiums. Contractor shall identify and utilize the nearest available electrical panel within the park area capable of supporting the new electrical lighting and power loads.
 - c. A source for electrical service needs to be identified for the Cauldron and lighting.
 - d. The gas line and electrical line will be routed under existing paving to base and up to Cauldron.
8. The Cauldron will be located where existing granite podiums are currently. Relocate the granite podium blocks to a spot near the Visitors Center.
 - a. Involves removing a portion of existing paving to install relocated granite blocks. Also, add tree mounted downlights in four corner locations around the podium area.
9. Prepare site to receive new Cauldron base after granite podium blocks have been moved;
 - a. Locate any buried utilities, excavation, install footers, electrical and gas lines ahead of vertical construction.
10. Cauldron Base Structure -

1. The Cauldron Base Vault Structure shall be supported by reinforced cast-in-place concrete spread footing.
 - a. The base vault structure will be reinforced CMU walls with a base footprint of approx. 10ft x 10ft and taper to 7ft x 7ft. The intent is that there will be no need to access the interior of the vault so it will not have an access hatch.
 - b. A structurally reinforced concrete lid will be installed over the top of the vault. The top of the vault will support the Cauldron, and a dish-shape perforated metallic surround at the transition point between the base and Cauldron.
 - c. The exterior walls of the vault will be battered with a granite stone veneer and granite trim around all four sides.
 - d. Cut granite curb base and cut granite cap - slope to drain.
 - e. Inscribed veneer band on all sides along bottom with names of donors.
 - f. Installation of bas-relief sculptural panel on east facing side with interpretive design and inscription. The bas-relief sculptural panel (bronze) of a human figure and inscription explaining the history of the Cauldron (36"x84")
 - g. Application of standard Centennial Olympic metal square plaque (12x12") on the three sides of the base.
11. Dish Shaped Sphere –
 - a. Fabrication of dish-shape sphere at the top of base; to be formed to fit around the base of the Cauldron. The finish to be gold color metallic with perforations to allow light and water to pass through.
 - b. Fabrication to be designed to sufficiently secure the sphere and be durable enough for maintenance operations.
12. Lighting –
 - a. Mount LED lighting strip mounted in hidden locations to illuminate base elements, and Cauldron above. Lights on all sides to up-light Cauldron and wash stone base below.
 - b. Bottom uplighting at the base of the Cauldron, Perimeter lighting located around and near the Cauldron arranged to provide uniform illumination. Coordinate the light fixture locations, mounting heights with the Architect/owner before the installation.
13. Paving around base – after installation of base, install concrete paving with Install expansion joints to match existing surrounding plaza.
14. Landscape – new planting in bed where LP Gas tank is buried. Adjust existing irrigation to accommodate bed within lawn irrigation.

Perform final inspection - Close out project

PROPOSAL TERMS & CONDITIONS

Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions. All descriptions and prices shall be furnished in a legible manner so there is no uncertainty as to the intent or scope of your proposal.

Where forms are provided, all spaces and the requested information are to be fully completed. All prices must be clearly set forth. In case of a conflict regarding unit price, the word amount shall prevail over figures contained in the proposal. Erasures or other changes in the proposal shall bear the signature or initials of the authorized signature for the Proposer.

1. Special Terms and Conditions of Request for Proposal

This request is not an offer to contract or solicitation of bids. This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the Authority and does not obligate the Authority to procure any goods or services. For the purposes of this Request for Proposal, any reference herein to “bid”, “bids”, “bidder”, “bidders”, shall mean, respectively, “proposal”, “proposals”, “Proposer”, and “proposers”. Neither the Authority nor any party submitting a response shall be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the Authority and a party containing such terms and conditions as are negotiated between those parties.

All expenses for preparing and submitting a proposal are the sole cost of the party submitting the proposal. The Authority is not obligated to any party to reimburse such expenses. All proposals upon receipt become the property of the Authority. Labeling information provided in proposals “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view. The Authority reserves the right to waive non-compliance with any requirements of this Request for Proposal and to reject any or all proposals submitted in responses.

Upon receipt and review of responses, the Authority shall determine the party(s) and proposal that in the sole judgment of the Authority is in the best interest of the Authority (if any is so determined), with respect to the evaluation criteria stated herein. The Authority then intends to conduct negotiations with such party(s) to determine if a mutually acceptable contract may be reached and in the course of doing so may use ideas expressed in any proposal. If those negotiations, in the judgment of the Authority, are not successful, the Authority may, but is not required to, enter into negotiations with any other party that has submitted a proposal. The Authority reserves the right to negotiate and/or contract with more than one firm for specific portions of the scope described herein.

Proposals shall be in accordance with the terms, conditions, and requirements set forth in

this Request for Proposal (RFP). This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by the Authority. The Proposer chosen will be determined based upon the Authority's evaluation of qualified submitted proposals.

The Owner is not required to, and does not intend to, prepare a written evaluation of each proposal and is not required to, and does not intend to, disclose to any party submitting a response, the basis on which any party's proposal was accepted, rejected, or ranked.

2. **Proposer Questions: Requests for Information, Extensions of Deadlines, or Addenda**

Proposers are expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding.

Proposer questions, interpretations of this document, requests for information, requests for extensions of proposal deadlines, or requests for clarification of the scope of services/work shall be submitted in writing to the Issuing Officer ONLY at the e-mail address provided. Questions and requests submitted shall be numbered and separated from each other by at least two-line spaces. The e-mail message title shall reference the RFP title and number. To be given consideration these **questions shall be submitted to the Authority by no later than June 26, 2026 at 10:00 A.M.** The Authority may but is not required to, answer questions submitted. If, upon review of such questions/requests, the Authority deems that a change in any part of the proposal documents is in order, an addendum addressing that change may be issued to all interested parties via the Georgia Procurement Registry. All interested parties are responsible for monitoring the site for the latest information regarding the proposed project. Failure of any Proposer to receive any such addenda or interpretation shall not relieve the Proposer from any obligation that shall apply to their proposal as submitted. All addenda so issued shall become part of this RFP. Requests for extensions of proposal deadline(s) will be reviewed by the Authority and may be approved or denied at the sole discretion of the Authority.

Corrections, changes or clarifications, if required, will be made in written addenda. The Authority will not be responsible for any other instructions, interpretations, or explanations. Any written addenda to the proposal documents issued by the Authority prior to the proposal acceptance deadline will be considered a part of these documents. No response other than written will be binding upon the Authority. (See also "Restrictions of Communications")

3. **Proposal Opening**

Proposals will not be opened publicly. After the contract is awarded and finalized, those portions of proposals available under Georgia Laws regarding access to public information will be made available by the Issuing Officer.

4. **Specifications**

Proposers are expected to meet or exceed the specifications in their entirety. Each proposal

shall be in accordance with this specification. If products and/or services as bid do not comply with specifications as written, Proposer shall attach to proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation shall be understood to mean that Proposer proposed to meet all details of these specifications. Successful Proposer (contractor) delivering products and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials/equipment and/or services delivered do not meet requirements of this specification, the successful Proposer shall be required to correct it at Proposer's own expense.

5. **Ownership:**

Ownership of all data, materials and documentation originated and prepared and submitted in response to this RFP shall belong exclusively to the Authority. Proposals shall be open for public inspection after contract award. All information submitted in response to this RFP may be disclosed pursuant to applicable Georgia public records laws.

6. **Alternates**

The Authority will consider alternates that meet or exceed the quality of goods or services specified in this document. Although the Authority will consider all alternates, it is not bound to accept any, which, in its opinion, is not in the best interest of the Authority.

7. **Reciprocal Preference Law**

For the purposes of evaluation only, Proposer's resident in the State of Georgia will be granted the same preference over Proposer's resident in another State in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other State to Proposer's resident therein Proposer's resident in the State of Georgia. **NOTE:** for the purposes of this law, the definition of a resident Proposer is one who maintains a place of business with at least one employee inside the State of Georgia. A post office box address **will not** satisfy this requirement.

8. **Small and Minority Business Enterprise**

It is the policy of the State of Georgia that small businesses, female-owned businesses and minority businesses have a fair and equal opportunity to participate in the State purchasing process. Therefore, the Georgia World Congress Center Authority encourages all small businesses, female-owned businesses and minority-owned businesses to compete for, win, and receive contracts for goods, services, and construction. This desire on the part of the Authority is not intended to restrict or limit competitive bidding or to increase the cost of the work. The Authority supports a healthy free market system that seeks to include responsible businesses and provides ample opportunity for business growth and development. The Georgia Department of Administrative Services maintains an office to assist small businesses, female-owned businesses and minority businesses in understanding the State procurement process. In addition to contacting the Georgia World Congress Center Authority Purchasing Office, all businesses, female-owned businesses and minority

businesses can also contact the Governor's Small Business Center at the following address for assistance:

The Governor's Small Business Center
200 Piedmont Avenue, S.E, Atlanta, Georgia 30334-
9010 Telephone: 404-656-6315

All Proposers should be aware that Contractors and subcontractors who utilize qualified minority subcontractors may qualify for a Georgia state income tax credits for qualified payments made to minority subcontractors. See Official Code of Georgia Annotated (O.C.G.A.) O.C.G.A. Section 48-7-38.

9. EEO - Certification

Proposer, for itself, its personal representatives, successors in interest, and assigns, as a material part of the consideration for the award of a contract, covenants and agrees:

that no person on the grounds of race, color, creed, sex, age, or national origin or handicap shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of its facilities;

that, in the construction of any improvements on behalf of Proposer and the furnishing of services, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap;

that Proposer shall use the Authority's facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Nondiscrimination-Effectuation of Title VI of the Civil Rights Act of 1964, as amended; and that in the event of breach of any of these nondiscrimination covenants, the Authority shall have the right to terminate the Agreement.

10. Drug Free Workplace

The Authority, as policy, operates all facilities as a drug-free workplace, and requires that the labor force of any contractor be drug-free. With submission of a proposal, the Proposer hereby acknowledges this requirement and asserts that the organization of the Proposer adheres to such policy and practice. The Proposer acknowledges that it may be required to produce certificates affirming its compliance of these requirements of drug-free workplace for duration of agreement term, at execution, or at any time during the term of the agreement. The successful contractor shall secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As a part of the subcontracting agreement with (contractor's name, subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-

24-3." The contractor may be suspended, terminated, or debarred if it is determined that: 1. The contractor has made false certification herein above; or 2. The contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

11. Compliance

By submitting an offer in response to this RFP, the Proposer, if selected for award, agrees that it shall maintain compliance with all Federal, State, and local codes, laws, regulations, standards, ordinances, including applicable to its activities and obligations under the Contract. This includes but not limited to Occupational Safety and Health Act (OSHA) and all GWCCA rules, regulations, and orders governing the performance of work.

12. Warranty

Proposer warrants that its equipment service to be provided under this RFP and subsequent agreement shall conform to its proposal's description and any applicable specifications shall be of good quality and for the known purpose for which it is intended. This warranty is in addition to any standard warranty or service guarantee given by the Proposer.

13. Interest of the Authority

GWCCA is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Authority. The Authority reserves the right to accept or reject any or all proposals; to waive any formality of the proposal form; to modify or amend, with the consent of Proposer, any proposal prior to acceptance; to negotiate with the selected Proposer; to waive irregularities and nonconformities, and; to make an award not based solely on the highest proposal, all as GWCCA in its sole judgment may deem to be in the Authority's best interest.

If successful Proposer refuses to enter into the Agreement, the right is reserved to accept the proposal of any other qualified Proposer without re-advertising.

14. Evidence of Submission

The submission of a proposal shall be considered evidence that Proposer has: (1) investigated all conditions related to the requested service herein described; (2) ascertained that all areas/conditions are as specified; and (3) has reviewed all RFP documents. No claim for adjustment of the provisions of the RFP or any subsequent Agreement to be awarded shall be honored on the grounds that Proposers were not fully informed of existing conditions.

15. Statements of Agreement (General Information)

Having carefully examined the Request for Proposal, and with submission of a proposal, the Proposer agrees that the Proposer understands any issues in any section of the Request for

Proposal with which the Proposer disagrees or needs to clarify its positions on, and also understands that failure to list these items in its proposal will be interpreted to mean that the Proposer is in full agreement with the terms, conditions, specifications and requirements therein. With submission of a proposal, the Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that Proposer has not directly or indirectly included or solicited any other Proposer to put in a false or insincere proposal; (c) that Proposer has not solicited or induced any person, firm, or corporation to refrain from sending a proposal.

16. Vendor Protests

The Georgia World Congress Center Authority has established policy and procedures for processing protests from vendors, bidders or Proposers regarding the solicitation process and/or award of contracts related to any organizational entity of the Georgia World Congress Center Authority.

Bidders/Proposers are hereby cautioned that the policy dictates the following requirements of the Bidder/Proposer:

- a. Any protest regarding this solicitation must be filed in writing with the Issuing Officer only. The term "filed" means receipt by the Officer who has issued this solicitation.
- b. If the reason for the protest is apparent before the proposal opening, the vendor who is aggrieved regarding an Invitation to Bid (ITB) or a Request for Proposal (RFP) must file the protest in accordance with policy before the proposal opening. The protest must be filed within 7 calendar days after the reason for the protest is known or should have been known, but no later than two (2) business days prior to bid opening or proposal due date.
- c. An actual Proposer/Bidder who is aggrieved after the award of a contract must file the protest in accordance with this policy no later than seven (7) calendar days following the award.
- d. The protest must contain (1) the name and address of the protester; (2) the appropriate identification of the solicitation and, if a contract has been awarded, the contract number if it is known; (3) a statement of the reasons for the protest; and (4) any supporting exhibits, evidence, or documents to substantiate any claims unless the documents are not available within the filing time, in which case the date by which the supporting documents are expected to be available is to be noted.

The Issuing Officer will respond to the protest in writing as expeditiously as possible. The decision of The Issuing Office shall be final.

17. Restriction of Communication

From the issue date of this RFP until a successful Proposer is selected and the selection is announced, Proposers are not allowed to communicate for any reason with any Authority

staff except through the Issuing Officer named herein, or during the Proposer's conference (if applicable), or as provided by existing work agreement(s). **For violation of this provision, the Authority shall reserve the right to reject the proposal of the offending Proposer.** No individual, other than the Issuing Officer is authorized to amend any part of this RFP in any respect, by an oral statement, or to make any representation of interpretation in conflict with provision of this RFP prior to the proposal submission date.

All interested firms are cautioned to completely familiarize themselves with all conditions as stated in the entire Request for Proposal. Nothing indicated verbally by the Authority will contradict or override anything in this document. If a Proposer feels they have been told anything that is inconsistent with the information contained in this document, it will not be considered valid unless and until confirmation is received in writing from the Authority. Should there be any doubt as to the meaning or content of these proposal documents, Proposer shall at once, notify the Authority in writing.

18. Mandatory Contractual Terms

By submitting a proposal in response to this RFP, the Proposer, if selected for award, shall be deemed to have agreed to and accepted all Contract terms and conditions set forth in the standard contract form included in the appendices to this RFP.

19. Order of precedence

In submitting a proposal in response to this RFP, Proposer acknowledges that this RFP, including all appendices and attachments, and including service, financial and program specifications and terms and conditions will be incorporated in its entirety in any award issued in response to this RFP. Other documents to be incorporated in the Agreement shall include the Proposer's entire proposal, including all brochures, attachments and supplementary information. However, in the event of any conflict between the RFP and the bid, the terms of this RFP shall control, and govern any matter set forth therein that is not explicitly modified, added or deleted by the provisions of the subsequent Agreement.

END SECTION IV

BASIS FOR AWARD

1. Proposal Evaluation Criteria

Following receipt by the Authority, a thorough review of all proposals will be made by an internal committee to determine if the required minimum information is included, and to completely evaluate the information submitted. Generally, the proposals from firms that are judged by the Authority's review committee to have substantially excelled with regard to the stated evaluation criteria or have offered services or qualifications especially attractive for the purposes of the project, will be eligible for award consideration.

Proposals will be evaluated based upon criteria formulated around the most important features of the service, of which quality; capabilities, service offerings, customer experience and references may be overriding factors in the issuance of a contract or award. The proposal evaluation criteria, included but not limited to those identified in this document, should be viewed as standards, which measure how well a Proposer's approach meets the desired requirements and needs of the users.

Evaluation criteria include:

A. Relevant Experience with Similar Projects – 30%

The Committee will evaluate the respondent's experience successfully completing projects similar in scope, complexity, and technical requirements.

Evaluation considerations include:

- Experience relocating, restoring, or preserving historic structures, monuments, sculptures, or iconic public assets.
- Experience with specialty construction projects involving structural steel, concrete, masonry, utilities, lighting, and site development.
- Experience with public parks, civic spaces, museums, cultural facilities, or similar public environments.
- Experience with complex crane operations, rigging, and transportation of oversized structures.
- Experience with gas-fired systems, specialty lighting systems, and interpretive installations.
- Experience performing work within active public facilities and occupied environments.
- Successful completion of projects of similar size and complexity.

B. Technical Approach and Understanding of the Project – 25%

The Committee will evaluate the respondent's understanding of the project and proposed methodology.

Evaluation considerations include:

- Understanding of the existing Cauldron structure and relocation requirements.
- Approach to removal, transportation, restoration, and reinstallation of the Cauldron.
- Understanding of structural, electrical, gas, lighting, paving, and landscape requirements.
- Approach to protecting historic and commemorative elements.
- Quality control and quality assurance procedures.

- Risk identification and mitigation strategies.
- Approach to minimizing impacts to Centennial Olympic Park operations and visitors.
- Completeness and practicality of the proposed work plan.

C. Project Team Qualifications – 20%

The Committee will evaluate the qualifications and experience of the proposed project team.

Evaluation considerations include:

- Qualifications of the Project Manager.
- Qualifications of key personnel assigned to the project.
- Experience of proposed subcontractors and specialty trades.
- Experience with historic restoration and preservation projects.
- Experience with structural, civil, electrical, landscape, and fabrication work.
- Availability and commitment of proposed personnel.
- Overall strength and depth of the project team.

D. Schedule and Project Delivery Approach – 10%

The Committee will evaluate the firm's ability to complete the project within the required timeframe.

Evaluation considerations include:

- Ability to meet project milestones.
- Proposed project schedule and sequencing.
- Procurement and fabrication schedule.
- Coordination of restoration and site construction activities.
- Identification of long-lead materials or potential schedule risks.
- Overall feasibility of the proposed schedule.

E. Safety Record and Past Performance – 5%

The Committee will evaluate the firm's demonstrated commitment to safety and past performance.

Evaluation considerations include:

- Safety record and EMR history.
- OSHA violations or citations, if any.
- References from previous clients.
- History of successfully completing projects on time and within budget.
- Claims, disputes, or litigation history.

F. Cost Proposal – 10%.

In the process of evaluation, GWCCA may acquire and utilize, to the extent deemed necessary, information obtained from the following sources:

1. Proposer, including representations and other data contained in the proposal, or other written statements of commitments, such as financial assistance, subcontracting, and

references.

2. Other existing information available to the Authority, including financial data and records concerning Proposer's performance.
3. Publications, including credit ratings, trade and financial journals or reports.
4. Other sources, including banks, other financial companies, state, county, and municipal departments and agencies and other public entities.
5. Background investigations of Proposers submitting proposals may be made to verify information furnished or to secure additional information the Authority may deem necessary or desirable.

2. Oral Presentations

In support of their proposals, Proposers may be required to make an oral presentation, not more than two calendar weeks after the Authority has requested a Proposer to do so. This will provide an opportunity for the Authority to clarify or elaborate on the proposal but will in no way change the original proposal. The Authority will schedule the time and location of these presentations and Proposer shall be notified individually of their date and time. Oral presentations are an option of Authority and may not be conducted. Therefore, proposals should be as thorough and detailed as possible so that the Authority may properly evaluate Proposers and its capability to provide the required services.

Failure to be prepared to make an oral presentation within this time period may prevent the Proposer's submittal from receiving further consideration.

Presentations and/or "best and final offers" may be requested of Proposers deemed by the Authority to be the best suited among those submitting proposals on the basis of the selection criteria.

3. Reference Checks

The evaluation committee reserves the right to contact, interview and evaluate the Proposer's references; contact any Proposer to clarify any response; contact and interview any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

4. Contract Award in Best Interest

The Authority reserves the right to accept or reject proposals on each item separately or as a whole, to reject any or all proposals without penalty, to split awards, make multiple awards or no award, to waive or permit cure of any minor informalities or irregularities therein, and to contract as the best interest of the Authority may require in order to put an agreement in place which best meets the needs of the Authority, as expressed in this RFP. The Authority reserves the right to negotiate the modification of proposed terms and conditions with the Proposer offering the best value to the Authority, in conjunction with the award criteria contained herein, prior to the execution of a contract to ensure a satisfactory contract.

END OF SECTION V

INSTRUCTIONS TO PROPOSERS

Basic Instructions for Preparation of Proposals

- ✓ **Cost amounts shall be submitted on the attached proposal form.** Any additional costs to the Authority that cannot be adequately described on the proposal form shall be attached to the respective form, but notation shall be made on the respective proposal form of any such attachment.
- ✓ Proposals must be submitted in such a manner as to make them complete and free of ambiguity, without alterations or erasures. In the event of a discrepancy between the dollar amount written and that given in figures on any portion of a proposal, the amount in writing will be considered the proposal.
- ✓ All proposal forms must include **NOTARIZED “Statement of Proposer’s Qualifications”**.
- ✓ All information, and required forms, called for in the RFP shall be included in the proposal. Information submitted in response to that called for in the items listed in the RFP Section “VII”, “Proposal Submittals”, shall be categorized using the same nomenclature as the RFP listing. For example: Responses for item “A1” requested in category “A”, “Organization and Resources”, must be identified with “A1” designation.
- ✓ Any exceptions to RFP, Proposal Documents or Policy Statements shall be included with the proposal and clearly indicated on a separate sheet of paper, and labeled “Exceptions”.
- ✓ Proposals shall be prepared simply and economically, providing straightforward, concise delineation of Proposer’s capabilities to satisfy the requirements of the RFP. **Proposals shall be presented in a format with simple binding and organized tabs. Fancy bindings, colored displays other than those necessary, and promotional materials are not desired.** Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Proposers follow the format and instructions contained herein.
- ✓ At any time after the opening of proposals, GWCCA may give oral or written notice to any Proposer to furnish additional information, either in writing and/or in a verbal presentation, to representatives of the Authority relating to its qualifications to perform the obligations imposed by the project including, but not limited to, information which may be required to supplement that which is required herein to be submitted with the proposal. Additional requested information shall be furnished within the time frame specified by the Authority.

The giving of the aforesaid notice to Proposer shall not be construed as an acceptance of said Proposer’s proposal.

GWCCA reserves the right to consider such additional information obtained from Proposer or as the Authority may obtain from its independent investigation of Proposer, in its evaluation and selection process.

- ✓ It is the intent of GWCCA to fully evaluate all complete proposals received by the deadline and to select Proposer it considers most satisfactory. If a proposal does not comply with the conditions specified herein, it may be rejected without further consideration. These restrictions are not intended to hamper proposal preparation; rather, they will provide uniformity in the responses to this Request for Proposals (RFP).
- ✓ Proposals may be withdrawn until the proposal due date and time specified herein, at which time the proposal shall be deemed irrevocable by Proposer. Proposer shall be liable for any damages incurred by GWCCA, directly or indirectly, foreseeable or not, related to Proposer's revocation or attempted revocation of a proposal after that time, including, without limitation, administrative and attorney fees.
- ✓ The Authority adheres to the guidelines set forth in the Americans with Disabilities Act. Accordingly, provisions will be made to make your use of the services provided by the GWCCA Purchasing Office easier and more accessible. We ask that you please call the Purchasing Manager in advance if you require special arrangements when you attend the public proposal openings or when you visit our offices. If you need assistance when attending a Pre-Proposal Conference, if one is scheduled, please contact the Purchasing Manager. Please try to give at least one-day notice for such assistance.

END OF SECTION VI

PROPOSAL CONTENT

All proposals shall, at the minimum, provide the following information in separate & distinguishable sections of the proposal.

A. Organization and Resources

A1- Description of organizational structure of the firm, brief Authority history, and services offered. The Proposer must furnish proof that they have or will have available under direct employment and supervision, the necessary organization and facilities located within the Atlanta area organization to properly fulfill all services and conditions as required under these specifications.

A2- Provide information concerning the financial stability of the contractor. A current standard financial statement, or Dun & Bradstreet report indicating the Authority's current Net Worth, D&B rating and working capital position must be provided to the Owner. Provide a statement of how long the business has been in operation.

A3- Provide full information as to the division of responsibilities and functions between the firm submitting the proposal and any subcontractors, suppliers, or affiliates.

A4- Provide full information concerning hiring practices, security screening practices, problem resolution practices, and the non-discrimination policies of the firm.

B. Experience and Qualifications

B1- Provide **At least Five (5) qualification references of contracts of similar complexity** where clients were served by the firm in the past five years, listing names and phone numbers of contact person.

B2- Provide information on experience and qualifications of firm making this proposal, including information for any major subcontractors and /or suppliers. Proposer must submit list of previous and current long-term accounts whose facility is considered similar in function. Proposer must have been successfully engaged in the business of providing related services for **(5)** consecutive years immediately preceding submission of proposal. Evidence that the contractor has satisfactorily performed the work included in these specifications for period of **(5)** years must be submitted to the Authority.

B3- The firm must submit qualifications that demonstrate that all staff members that would be designated for this project are suitable in this type work (project manager, principal in charge, all registered professional engineers and architects to serve in responsible charge, controls designer, controls programmer, field superintendent, etc.). Names of key personnel of firm and a brief resume for each should be submitted to the Authority with the proposal.

B4- All firms must meet all Federal, state and any applicable local operation requirements regarding applicable necessary licenses and permits. Provide comprehensive information concerning this area.

B5- All information describing the insurability, including current insurance levels or certificates should be included.

C. Goods and Services

C1- Provide complete information as to the nature of services and expertise that will in any way be utilized in performing the scope indicated herein. Provide any additional information that will aid the Authority in determining the quality of those services or to demonstrate the firm's ability to perform the requested services for this proposed contract.

Additionally, if possible, the firm should provide concise reasons why the goods and/or services that the firm offers are especially suited to the stated needs of the Authority.

C2- Provide a proposed plan of operation, including proposed personnel duties and schedules. A summary of the Proposer's approach to the project, safety plan and safety rating, and other relevant information noting the understanding of the project requirements, existing conditions, and the project's impact on the other activities and systems within the building. Provide a schedule of key project activities such, but not limited to the design phase submissions, submittal review, material procurement, demolition, AHU delivery to roof, connection of duct and piping to AHUs, AHU startup, test and balance, functional performance testing, and punch work activities. The schedule should show the critical path and note the duration of the activities. The exhibition hall space below these units will not be available for exhibition and conferences once demolition begins, so minimizing this downtime is important to the GWCCA.

C3- Provide any information the firm feels necessary in response to Section III, "Scope of Services". Information concerning a particular scope item must be categorized using the same nomenclature as the listed scope item. For example only: Information concerning scope item number "1.1.1" must be identified starting with "1.1.1".

END SECTION VII

MANDATORY PROPOSAL DOCUMENTS AND REQUIRED FORMS

Proposals shall be made in accordance with the conditions described above and include the following information and documents (Forms A –E) to be considered a valid proposal for review. Statements must be complete, accurate, in the requested form and must be signed (before a Notary where applicable), by an officer of Proposer authorized to bind Proposer to the statement made.

If all information requested by the following forms/questionnaires cannot be adequately answered, use additional sheets of paper. Be sure to provide adequate reference to the location of additional pages if other than immediately adjacent to the location of the question.

BY SUBMITTING A PROPOSAL IN RESPONSE TO THIS REQUEST FOR PROPOSALS, PROPOSER AUTHORIZES GWCC TO MAKE ANY INQUIRIES NECESSARY TO DETERMINE THE VALIDITY AND ACCURACY OF THE INFORMATION PROVIDED. PROPOSER FURTHER REPRESENTS AND WARRANTS ALL INFORMATION PROVIDED IS TRUE AND COMPLETE. FAILURE TO PROVIDE THE REQUESTED INFORMATION, INCOMPLETE INFORMATION, MISSTATEMENTS, OR INACCURATE INFORMATION MAY RESULT IN THE REJECTION OF THE PROPOSAL.

FEE PROPOSAL FORM

OLYMPIC CAULDRON RELOCATION AND INSTALLATION PROJECT

Firm Name: _____

The undersigned proposes to furnish all labor, materials, equipment, supervision, permits, transportation, restoration services, utility work, site work, fabrication, installation, testing, and all other services necessary to complete the project in accordance with the requirements of the Request for Proposal.

TOTAL LUMP SUM PRICE

\$ _____

Amount Written Out:

PROPOSED PROJECT DURATION

Number of Calendar Days Required to Complete the Work:

_____ Calendar Days

ASSUMPTIONS AND EXCLUSIONS

CERTIFICATION

The undersigned certifies that the fee identified herein shall remain valid for ninety (90) days from submission.

Firm Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

- II. The PROPOSER submits the following statement of qualifications for consideration by the Owner.

**STATEMENT OF PROPOSER
QUALIFICATIONS**

(To be subscribed and sworn to before a notary Public)

When Organized: _____ State Incorporated: _____

The Proposer/Proposer has never refused to sign a contract as proposed. Correct ☐ Incorrect ☐

The Proposer/Proposer has never been declared in default on a contract. Correct ☐ Incorrect ☐

Remarks: _____
_____.

The foregoing statement of qualifications is submitted under oath.

- III. Under oath I certify that I am a principal or other representative of the firm of: _____ and that I am authorized by it to execute the foregoing offer on its behalf. I am a principal person of the foregoing with management responsibilities for the foregoing subject matter and as such I am personally knowledgeable of all of its pertinent matters. The foregoing statements of facts in the foregoing proposal are true.

IV. Certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid/proposal for the same services, materials, labor, supplies, or equipment and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of this bid/proposal. We certify that no person associated with our firm is a member of the Board of Governor's or officer or employee of the Authority or holds any statewide elective or appointed office. We further certify that no person who holds any state-wide elective or appointed office or who is a member of the Board of Governors or officer or employee of the Authority has been paid or promised by the firm any compensation in connection with this procurement by the Authority. The full names and addresses of person and firms interested in the foregoing bid/proposal as principals are as follows:

BY: _____
Authorized Signature (BLUE INK PLEASE)

Typed/Printed Name _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public

My Commission Expires _____

FORM B

GENERAL INFORMATION QUESTIONNAIRE

LEGAL NAME OF PROPOSER: _____

(As Registered with the Secretary of State)

PRINCIPAL OFFICE ST. ADDRESS: _____

Number of years engaged in the business under the present firm name: _____

Number of Employees: _____ **Annual Revenue Volume:** _____

Federal ID #: _____ **or Social Security #:** _____

DUN #: _____

PRIMARY CONTACT

NAME: _____
POSITION: _____
TELEPHONE: _____
FAX: _____
EMAIL: _____

ALTERNATE CONTACT

CONTACT NAME: _____
POSITION: _____
TELEPHONE: _____
FAX: _____
EMAIL: _____

FORM OF BUSINESS:

Check one:

☐ SOLE PROPRIETORSHIP ☐ CORPORATION ☐ PARTNERSHIP

☐ JOINT VENTURE ☐ OTHER (PLEASE SPECIFY) _____

SOLE PROPRIETORSHIP INFORMATION

If a business is operating as a sole proprietorship, please provide the following information:

PROPRIETOR'S NAME: _____

ADDRESS: _____

AUTHORITY NAME: _____

AUTHORITY ADDRESS: _____

CORPORATION INFORMATION (use for other form or organization such as LLC)

If a business is operating as a corporation, please provide the following information:

1. When incorporated? _____

2. Where incorporated (state)? _____

3. Is the corporation authorized to do business in Georgia? ☐ Yes ☐ No

If yes, as of what date? _____

Please supply the following information for each principal officer. (Attach additional pages, if necessary.)

OFFICER'S NAME	POSITION

PARTNERSHIP INFORMATION

If a business is operating as a partnership, please provide the following information:

1. Date of organization: _____

2. Type of partnership: ☐ General ☐ Limited

3. Business purpose of partnership: _____

4. Has the partnership done business in Georgia? ☐ Yes ☐ No

If so, when? _____

Please provide the following for each General Partner. (Attach additional pages, if necessary.)

GENERAL PARTNER'S NAME & ADDRESS	% OF OWNERSHIP

JOINT VENTURE INFORMATION

If a business is operating as a joint venture, please provide the following information:

1. Date of organization? _____
2. Purpose of joint venture: _____
3. Has the joint venture done business in Georgia? ☐ Yes ☐ No
If yes, when? _____

Please supply the following information for each joint venture participant. (Attach additional pages, if necessary.)

JOINT VENTURE PARTICIPANT'S NAME & ADDRESS	% OF OWNERSHIP

MINORITY BUSINESS ENTERPRISE

This request is made for statistical purposes only. Please indicate below which, if any, of the definitions apply to your Authority:

MINORITY BUSINESS ENTERPRISE (MBE) - The business is either: a). Owned by a member of a minority race, or b). A partnership of which a majority of interest is owned by one or more members of a minority race, or c). a public corporation of which majority of the common stock is owned by one or more members of a minority race. A member of a minority race is defined as an individual who is a member of a race that comprises less than fifty (50) percent of the total population of the State of Georgia. For recording purposes, this includes, but is not limited to persons who are African-American, Hispanic, Pacific Islander, Native-American, or Asian-American.

Check which apply (a)_____ (b)_____ (c)_____ (d) none_____.

GEORGIA MINORITY BUSINESS ENTERPRISE (GMBE) - The business meets the definition of minority-owned business and, in addition, meets the following criteria a). was organized in the State of Georgia b). reports income from the business for Georgia Income Tax purposes or c)., if minority stockholders report earnings for Georgia minority business enterprises.

Check which apply (a)_____ (b)_____ (c)_____ (d) none_____.

FORM C

QUALIFICATION STATEMENT

EXPERIENCE

Proposer has provided comparable Construction Services of equal type and scope within past Five (5) years at the following locations:

LOCATION # 1

DATE Service Provided: From: _____ To: _____

LOCATION: _____

CONTACT'S NAME: _____

CONTACT'S TITLE: _____

CONTACT'S PHONE: _____

Brief description of facility and/or services provided:

LOCATION # 2

DATE Service Provided: From: _____ To: _____

LOCATION: _____

CONTACT'S NAME: _____

CONTACT'S TITLE: _____

CONTACT'S PHONE: _____

Brief description of facility and/or services provided:

LOCATION # 3

DATE Service Provided: From: _____ To: _____

LOCATION: _____

CONTACT'S NAME: _____

CONTACT'S TITLE: _____

CONTACT'S PHONE: _____

Brief description of facility and/or services provided:

LOCATION # 4

DATE Service Provided: From: _____ To: _____

LOCATION: _____

CONTACT'S NAME: _____

CONTACT'S TITLE: _____

CONTACT'S PHONE: _____

Brief description of facility and/or services provided:

LOCATION # 5

DATE Service Provided: From: _____ To: _____

LOCATION: _____

CONTACT'S NAME: _____

CONTACT'S TITLE: _____

CONTACT'S PHONE: _____

Brief description of facility and/or services provided:

PROPOSER'S OPERATING NAME

Proposer has operated under its current name since _____, a period of years,
and Proposer (if such be the case) formerly operated under the name _____.
Proposer has provided similar services as requested in this RFP for _____ years.

UNSUCCESSFUL OPERATIONS *

The Proposer has been unsuccessful in retaining its Construction Services at the following locations during the past five years (list all sites where agreements have expired or been terminated, whether or not the Proposer sought a subsequent contract).

CURRENT LITIGATION *

The Proposer ☐ is ☐ is not currently involved in litigation. (If the answer is in the affirmative, please identify the business location and give such information as is required to explain the circumstances.)

(Use additional sheet(s) to explain circumstances if necessary.)

FELONY CHARGES AND CONVICTIONS *

Proposer ☐ has ☐ has not been convicted of a felony offense, high misdemeanor or been indicated in proceedings that may result in charges being brought against Proposer. (If the answer is in the affirmative, please identify the business location and give such information as is required to explain the circumstances including but not limited to name, date, offense and disposition for each item.)

(Use additional sheet(s) to explain circumstances if necessary.)

**Provide information for the individual if Proposer is an individual, for each general partner if Proposer is a partnership, for each joint venture party if Proposer is a joint venture, or for the corporation and each chief executive officer, president or similar principle executive officer if Proposer is a corporation or other organized entity.*

FORMD

FINANCIAL STATEMENTS

CAPITAL REPORTING

Working Capital: _____ Net Worth: _____ Date: _____

Credit Available for this Contract \$ _____

Contracts now in hand, Gross Amount \$ _____

BOND OR SURETY CANCELLED OR FORFEITED *

Proposer ☐ has ☐ has never had a bond or surety or the like cancelled or forfeited. If the response in the affirmative, state the following:

NAME OF BONDING AUTHORITY: _____

DATE CANCELED: _____

AMOUNT OF BOND: _____

REASON FOR CANCELLATION OR FORFEITURE:

BANKRUPTCY *

Proposer ☐ has ☐ has never been adjudged bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13). If the response is in the affirmative, state the following:

DATE PETITION FILED:

CASE	NUMBER	AND AMOUNT OF	JURISDICTION: LIABILITIES
------	--------	------------------	------------------------------

AND DEBTS: _____

DATE OF DISCHARGE OR SUCCESSFUL
COMPLETION OF REORGANIZATION OR WAGE

EARNER'S PLAN: _____

CURRENT STATUS: _____

STATE: _____

UNFAVORABLE AUDIT

Proposer ☐ has ☐ has never received an unfavorable audit of its financial performance in conjunction with contractual agreements. Unfavorable audit is defined as an error in payment equal to or in excess of five percent (5%). If the response is in the affirmative, state the following:

NAME OF BUSINESS:

LOCATION OF BUSINESS:

DATE OF AUDIT:

EXPLANATION OF AUDIT DISCREPANCY:

CURRENT LITIGATION*

Proposer ☐ is ☐ is not currently involved in litigation that materially affects Proposer's ability to operate at the Authority. (If the answer is in the affirmative, identify the business location and give such information as is required to explain the circumstances.)

LIENS*

Has any Federal/State government entity initiated a tax lien for any reason against Proposer?

☐ Yes ☐ No. If the response is yes, please provide a copy of the lien paperwork and the following information:

NAME OF BUSINESS:

LOCATION OF BUSINESS:

DATE LIEN IMPOSED:

DATE LIEN REMOVED:

REASON FOR LIEN:

**Provide information for the individual if Proposer is an individual, for each general partner if Proposer is a partnership, for each joint venture party if Proposer is a joint venture, or for the corporation itself and each chief executive officer, president or similar principle executive officer if Proposer is a corporation.*

FORME

REFERENCES

Proposer submits the following list of persons or firms with whom Proposer has conducted business with during the past three years substantially related to its Construction Services, and who may be contacted by the Authority. If firms are used, give the name of the department and/or person whom we may contact.

BUSINESS REFERENCE # 1

NAME: _____
TITLE: _____
FIRM/DEPARTMENT: _____
ADDRESS: _____

PHONE & FAX NUMBER: Ph. _____ Fx _____

BUSINESS REFERENCE # 2

NAME: _____
TITLE: _____
FIRM/DEPARTMENT: _____
ADDRESS: _____

PHONE & FAX NUMBER: Ph. _____ F. _____

BUSINESS REFERENCE # 3

NAME: _____
TITLE: _____
FIRM/DEPARTMENT: _____
ADDRESS: _____

PHONE & FAX NUMBER: Ph. _____ Fx _____

EXHIBIT “A”

NOTICE TO ALL COMPANIES

Servicing the Georgia World Congress Center and Centennial Olympic Park Procedures and Guidelines for Working within the Facilities

To assist you in performing your work at the Georgia World Congress Center Authority facilities, these procedures and information have been developed for our mutual benefit. With ever increasing event activity, it is necessary to carefully plan, coordinate and communicate your proposed work with applicable Georgia World Congress Center Authority personnel and departments.

(1) PARKING: Prior to your arrival at the facility in which you will be working, you must contact your “contract administrator” or the party requesting services to make arrangements for a parking pass. At that time, you will be given information regarding the appropriate parking location designated for your use and directions to access the designated parking area. We ask that only vehicles that are clearly identified with your company name park in the designated area, and that you limit your stay to the time required performing your work.

You should **not** try to park in any other area of the campus such as the marshalling yards and docks. They are under the control of the show contractors (by our lease agreement with them) and the upper viaduct will be strictly monitored by GWCCA Police and the shuttle bus companies. Parking in fire exit lanes and service streets is strictly prohibited, and your vehicle will be subject to being towed.

Very short term parking for the delivery of supplies and/or the unloading of parts is understandable and arrangements to park in other areas if necessary can be made when you arrive, but, again, coordination with your contract administrator or department designee will help to eliminate any problems.

(2) SIGN-IN: We request that all service firms instruct their personnel to report to and sign-in at the Security Office of the appropriate facility. Both Security Offices are open 24 hours a day. Phones: GWCC/Park – 404.223-4900.

Georgia World Congress Center and Centennial Olympic Park: The main Security Office is located at the corner of Lower International Boulevard and Mangum Street. The Employees’ Entrance to the Georgia World Congress Center should be used as it directly accesses the Security Office.

Your personnel assigned to perform work at either the Georgia World Congress Center or Centennial Olympic Park should report to this office, giving their name, company and where they need to work. A temporary GWCC badge will be issued, and the Security Officer will advise them of designated restricted areas where they may **not** work on that day. Additionally, Security will make the necessary arrangements to get your personnel where they must go. If applicable, GWCC Security will contact the private “show security firms” to coordinate your work in either the World Congress Center or Centennial Olympic Park.

(3) SIGN-OUT: Upon completion of your work, we request that your personnel return to the appropriate Security Office, turn in the temporary badge, and exit the area.

(4) COORDINATION OF WORK: Generally, there are activities in session at one or more of the facilities every day of the year. It is important that your work is coordinated with us so that there is no conflict, and our clients are not disturbed. If you are planning to work in the facilities, we request that you first call your contact person. Maintenance Contractors planning to work in the GWCC or COP should always contact their GWCC Contract Administrator or his designee upon entering or leaving the facilities.

(5) CONCESSION STANDS AND FOOD SERVICE: Unfortunately, there are no facilities available to offer food service to your employees. The staff food facilities are restricted to full time GWCC and Park employees, and the food facilities throughout the campus are provided for our clients as part of the scheduled events. We restrict our own staff, as well as the show service contractors, from these facilities accordingly. During move-in and move-out operations on the exhibit floor we frequently open one of the concession stands for the working personnel setting up the show and your employees may eat there. However, most of the time, these areas are also restricted by the show security. Our advice is to simply arrange for your employees to eat elsewhere.

(6) FIRST AID: In the event of an injury to one or more of your employees which requires assistance, the Security Office for the facility in which you are working should always be notified for assistance. Security may be reached by using any **RED HOUSE TELEPHONE** and dialing “**Ext. 4900**” for the GWCC or COP.

Additionally, either Security Office may be contacted through our **internal radio system**. **Most staff members of all three facilities carry internal radios.**

EXHIBIT "B"
HAZARDS AND INSURANCE

- I. Hazards:** The contractor shall be responsible from the time of the beginning of the first work, for all injury or damage of any kind resulting from the work to persons or property regardless of who may be the owner of the property. In addition to the liability imposed upon the contractor on account of bodily injury (including death) or property damage suffered through the contractor's negligence, which liability is not impaired or otherwise affected hereby, the contractor assumes the obligation to save the owner harmless and to indemnify and defend the owner from every claim arising out of or through injury (including death) to any person or persons or damage to property (regardless of who may be the owner of the property) arising out of or suffered through any act or omission of the contractor or any sub-contractor, or anyone either (a) directly or indirectly employed by or (b) under the supervision of any of them in prosecution of the work included in this contract.
- II. Insurance:** Proof of insurance coverage and furnishing of insurance policies shall be as shown herein below:
- (A) Compliance with Workmen's Compensation Laws: The contractor agrees to comply with the provisions of the workmen's compensation laws of the State of Georgia and to require all sub-contractors likewise to comply. The contractor agrees that, prior to the beginning of any work by the contractor, the contractor will furnish the following to the owner: Certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia or a certificate from Georgia Workmen's Compensation Board showing proof of ability to pay compensation directly. The contractor agrees that the foregoing provision respecting workmen's compensation is also applicable to sub-contractor.
- (B). Policies, Certificates, Limits, and Disposition of Documents: The contractor shall obtain at his expense insurance with limits as shown herein below unless the contractor desires to broaden the limits and obtain more protection:
- (1) CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE - taken out in the name of the contractor.
- Bodily injury, including death - limits of \$1,000,000 for each accident.
- Property damage - limits of \$1,000,000 for each accident and \$3,000,000 for the aggregate of operations.
- DISPOSITION - Certificate of insurance must be sent to owner prior to commencement of work.
- (2) CONTRACTOR'S PUBLIC LIABILITY INSURANCE - taken out in the name of the contractor.
- Bodily injury, including death - limits of \$1,000,000 for each person and \$3,000,000 for each accident.
- Property damage - limits of \$1,000,000 for each accident and \$3,000,000 for the aggregate of operations.
- DISPOSITION: Certificate of insurance must be sent to owner prior to commencement of work.
- (C) Acceptability of Insurers to Owner: No insurance will be accept unless written by a company licensed by State Insurance Commissioner to do business in Georgia at the time the policy is issued, and the company must in addition be acceptable to the owner. To avoid inconvenience, any general contractor or sub-contractor must get in touch with the owner to determine whether the insurance company or companies he expects to use is, or are, acceptable to the owner. All policies and certificates must be signed or countersigned, as the case may be, by resident Georgia agents.
- (D) Termination of Obligation to Insure: Unless otherwise expressly provided to the contrary, the obligation to insure as prescribed herein shall not terminate until the owner shall have executed the final certificate.
- (E) Competence of Insurers: The contractor is responsible for any delay resulting from the failure; (1) of his insurance carriers; and, (2) of insurance carriers of his sub-contractors to furnish proof of proper coverage in; (1) the prescribed form; (2) the prescribed manner; and, (3) in good season.
- (F) Notice of cancellation or non-renewal. - No notice of cancellation or notice on intent to non-renewal shall be effective if given more than thirty (30) days in advance of cancellation or date of expiration of policy.

Exhibit "C"

GEORGIA WORLD CONGRESS CENTER AUTHORITY GENERAL CONDITIONS FOR SMALL CONSTRUCTION PROJECTS

GENERAL CONDITIONS

The General Conditions of the contract shall govern in the event of any conflict with the plans, specifications and other contract documents.

Article E-1: Trade Names: 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 competitive bidding. If it is desired to use products of trade or brand names or of manufacturers' names which are different from those mentioned in the bidding documents, application for the approval of the use of such products must reach the hands of the architect at least 3 days prior to the date set for the opening of bids. The latter provision is a restriction which applies only to the party making a submittal. Therefore, the aforesaid restriction does not inhibit the architect from adding trade names, brand names or names of manufacturers by addendum. The burden of proving acceptability of a proposed product must be accompanied by technical data which the party requesting approval desires to submit in support of his application. The architect 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 bidding documents. 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. If the submittal is approved by the architect, an addendum will be issued to all prospective bidders. Issuance of an addendum is a representation to all bidders that the architect in the exercise of his professional discretion 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, a separate addendum covering the said submittal will be issued prior to the opening of bids. In order for the architect to prepare an addendum intelligently, an application for approval of a product must be accompanied by a copy of the published recommendations of the manufacturer for the installation of the product together with a complete schedule of changes in the drawings and specifications, if any, which must be made in other work in order to permit the use and installation of the proposed product in accordance with the recommendations of the manufacturer of the product. Unless requests for approvals of other products have been received and approvals have been published by addendum in accordance with the above procedure, the successful bidder may furnish no products of any trade names, brand names, or manufacturers' names except those designated in the contract documents. 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 prior to the date set for the opening of bids, time being of the essence.

Article E-2: Trading with the State Statute: In submitting a proposal, the bidder certifies that the provision of the act entitled "State Employees and Officials - Trading with the State", Georgia Laws 1956, pp. 60 et seq., has been complied with.

Article E-3: Public Employee Hazardous Chemical Protection and Right to Know Act of 1988: The contractor acknowledges that he is fully aware of the contents and requirements of Chapter 22 of Title 45 of the Official Code of Georgia. The contractor upon submission of a proposal in connection with this chapter does thereby certify that it and its subcontractors are in compliance with the aforesaid code section.

Article E-4: Drug-Free Work Place Act: The contractor acknowledges that he is fully aware of the contents and requirements of Chapter 24 of Title 50 of the Official Code of Georgia. The contractor, upon submission of a proposal

in connection with this contract, does thereby certify that he and his subcontractors are in compliance with the aforesaid code section.

Article E-5: Minority Business Enterprise: It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing process. Therefore, the State of Georgia encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. It is the wish of the Owner that minority businesses be given the opportunity to bid on the various parts of the work. 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. The Owner supports a healthy free market system that seeks to include responsible businesses and provides ample opportunity for business growth and development. Names of minority businesses may be obtained from the following organizations:

Atlanta Business League 818 Washington Street, SE Atlanta, Georgia 30315	SavannahMBDC 31 W. Congress Street Suite 201 Savannah, Georgia 31401
AtlantaMBDC 75 Piedmont Avenue, NE Suite 256 Atlanta, Georgia 30303	U.S. Department of Commerce Minority Business Development Agency 401 W. Peachtree Street, NW Suite 1930 Atlanta, Georgia 30308
AugustaMBDC 1208 Laney Walker Blvd. Augusta, Georgia 30901-2796	ColumbusMBDC 1214 First Avenue Suite 430 Columbus, Georgia 31902-1696
Ga. Minority Suppliers Development Council P.O. Box 1740 Atlanta, Georgia 30301-1740	Georgia Association of Minority Entrepreneurs 127 Peachtree Street, NE Suite 706 Atlanta, Georgia 30303
Small Business Development Center North Georgia Regional Center Chicopee Complex 1180 East Broad Street Athens, Georgia 30602	

The minority vendor designee of the Georgia World Congress Center to act as liaison with minority vendors is Louis Maya, 404-223-4118. Contractors and subcontractors who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See Official Code of Georgia Annotated (O.C.G.A.) O.C.G.A. Section 48-7-38.

Article E-6: House Bill No. 210. - House Bill No. 210 (Act No. 443) of the General Assembly of Georgia having been signed into law on April 12, 1963, the same is hereby incorporated into the general conditions of the contract as follows:

SECTION 1

No contract for the construction of, addition to, or repair of any facility, the cost of which is borne by the State, or any department, agency, commission, authority, or political subdivision thereof shall be let, unless said contract contains a stipulation therein providing that the contractor or subcontractor shall use exclusively Georgia forest products in construction thereof, when forest products are to be used in such construction, addition or repair, and if Georgia forest products are available.

SECTION 2

The provisions of this Act shall not apply when in conflict with Federal rules and regulations concerning construction.

Article E-7: Materials, Appliances, 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 execution and completion of the work.

(b) *Quality of materials and workmanship.* - Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. 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.

(c) *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.

(d) *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.

Article E-8: Use of Premises:

(a) 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.

(b) The contractor shall at all times 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.

Article E-9: 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 there from.

(b) *Georgia State Plumbing Code* - The latest edition of the Georgia State Plumbing Code 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 Georgia State Plumbing Code 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 Georgia State Plumbing Code. It shall be the responsibility of the contractor to familiarize himself with the requirements of the Georgia State Plumbing Code. If there are any express requirements in the drawings or specifications which are at variance to the Georgia State Plumbing code, all changes in the work necessary to eliminate the said requirements and make the work conform to the Georgia State Plumbing Code shall be adjusted as provided in the contract for changes in the work.

(c) *Georgia State Electrical Code* - The latest edition of the Georgia State Electrical Code 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 Georgia State Electrical Code 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 requirements of the Georgia State Electrical Code. It shall be the responsibility of the contractor to familiarize himself with the requirements of the Georgia State Electrical Code. If there are any express requirements in the drawings or specifications which are at variance to the Georgia State Electrical Code, all changes in the work necessary to eliminate the said requirements and make the work conform to the Georgia State Electrical Code shall be adjusted as provided in the contract for changes in the work.

Article E-10: Protection of Work and Property:

(a) *Duty to Protect Property.* - The contractor shall continuously maintain adequate protection of all his work from damage 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.

(b) *Safety Precautions.* - The contractor shall comply with the rules and regulations of OSHA 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 which 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.

(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.

(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 "Georgia Blasting Standards Act of 1978" as amended), such blasting shall in all events be done in such manner as to prevent all scattering.

(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.

(f) *Underground Gas Pipe Law.* - The contractor by signing the contract acknowledges that he is fully aware of the contents and requirements of Georgia Law 1969, Pages 50 and following, 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) 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 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 these general conditions.

(g) *High Voltage Act.* - The contractor by signing the contract acknowledges that he is fully aware of the contents and requirements of Act No. 525, Georgia Laws 1960, Pages 181 and following amendments thereto, and Rules and Regulations of the Commissioner of Labor pursuant thereto (the preceding requirements being hereafter 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 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) that the contractor 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 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 these general conditions. 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 Georgia Laws 1967, P.792, as amended; Ga. Code Ann. Sections 54-406 through 54-411. He acknowledges and agrees likewise that he will comply with the aforesaid law.

Article E-11. Inspection of Work. -

(a) *Access to Work.* - The architect, pursuant to a separate agreement with the Owner, shall have access to the worksite for purposes of inspection of the work.

(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. 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.

(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 Article E-9(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 herein.

(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, if assigned, 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.

Article E-12: 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.

(b) Supervision by Contractor. - The contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications, and instructions and shall at once report to the architect any error, inconsistency, or omission which he may discover, but he shall not be held responsible for their existence or discovery.

Article E-13: Changes in the Work:

(a) Owner's Right to Make Changes. - The Owner without invalidating the contract may authorize or order extra work or may authorize or order changes by altering, adding to, or deducting from the work, the contract sum 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.

(b) Cost to Owner for Changes. - The cost to the Owner of any change shall be determined in one or more of the following ways:

- | | |
|----------|--|
| CASE (a) | By estimate and acceptance in a lump sum. |
| CASE (b) | By unit prices named in the contract or subsequently agreed upon. Unit prices are net including overhead and profit. Neither establishment of unit prices in the contract nor later agreement to unit prices shall entitle the contractor to execute any change under Case (b) prior to issuance of an authorization or order of the Owner in writing. |
| CASE (c) | By force account, which is defined as expenditures allowed, plus a percentage or percentages as stated under subparagraph (h). |

(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 as described herein below. The making of any change without authorization or order of the Owner in writing is a breach of contract. In the absence of authorization or order of the Owner given in advance in writing the contractor shall have no claim for 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, damages or time based upon or resulting from any change.

(d) Notice of Demand of Contractor for Extraordinary Remuneration or for Damages. - For a change in the work the contractor shall be entitled to no claim other than or in excess of allowances permitted under subparagraph (h) unless prior to commencement of execution of the change (a) the contractor shall have notified the Owner in writing of the nature of the claim and (b) the Owner shall have agreed in writing to the claim. Commencement of execution of a

change authorized by the Owner in the absence of the aforesaid written notice from the contractor and written agreement to the claim by the Owner shall be deemed to be and is conclusive proof that the contractor acknowledges that he makes

no claim other than or in excess of allowances permitted, but the cost to the Owner for the changes executed pursuant to the aforesaid order shall not exceed the "net allowable expenditures" permitted to the contractor plus the "allowance for overhead and profit" permitted.

(e) Subsurface Conditions. - Material below the surface of the earth is assumed to be earth and other material that can be removed by power shovel or similar equipment. Should conditions encountered below the surface of the ground be at variance to conditions indicated by drawings or specifications, the contract sum shall be adjusted as provided in the contract for changes in the work upon claim by either party made in writing within a reasonable time after the first observance of the conditions, PROVIDED: That the contractor shall in any event give written notice to the Owner before proceeding to execute any change resulting from subsurface conditions and PROVIDED FURTHER: That, except as referred to herein below the Owner shall not be liable to the contractor for any claim (OCCASIONED by the aforesaid subsurface conditions) other than or in excess of the allowances permitted, PROVIDED FURTHER: That the Owner shall not be liable to the contractor for any claim occasioned by the aforesaid subsurface conditions except in accordance with and pursuant to authorization of the Owner issued in writing prior to commencement of execution of the aforesaid change to which authorization the contractor shall have taken no exception. If exception to the authorization be taken by the contractor the Owner may issue an order pursuant to subparagraph (i). Commencement of execution of work pursuant to subparagraph (i) shall not exclude the recovery of damages by the contractor under other articles of the general conditions, but the cost to the Owner for the changes executed pursuant to the aforesaid order shall not exceed the "net allowable expenditures" permitted, plus the "allowance for overhead and profit" permitted.

(f) Rock. - If rock, as hereinafter defined, is encountered, no claim for additional compensation for changes shall lie against the Owner in the absence of previous authorization by the Owner in writing, and the cost to the Owner for any changes shall be determined as provided in the contract for changes. CAUTION: No rock for which extra compensation is expected to be received shall be removed except pursuant to and in conformity with a written authorization or order of the Owner. Unless otherwise provided no removal of rock as defined herein shall be included in the base bid. Shale, rotten stone, or stratified rock that can be loosened with a pick or removed by power shovel or similar equipment shall not be classified as rock. Rock is defined as follows:

- (1) *Mass rock* is defined as any material which cannot be excavated with a single-tooth hydraulic ripper drawn by a crawler tractor having a minimum draw bar pull rated at not less than 56,000 pounds (Caterpillar D 8K or equivalent) and occupying an original volume of at least one cubic yard.
- (2) *Rippable rock* is defined as any material which cannot be excavated with a single engine pan (Caterpillar 621 or equivalent) which is pushed by a crawler tractor (Caterpillar D 8K or equivalent) and occupying an original volume of at least one cubic yard.
- (3) *Trench rock* is defined as any material that must be removed from a trench which cannot be excavated with a backhoe having a bucket curling force rated at not less than 18,300 pounds (Caterpillar Model 215 or equal) and occupying an original volume of at least one-half cubic yard.

(g) Existing Conditions. - The contractor in undertaking the work under this contract is assumed to have visited the premises and to have taken into consideration all conditions which might affect his work. No consideration will be given any claim based on lack of knowledge of existing conditions except where existing conditions are such as cannot be readily ascertained. Any claims relating to conditions which were not readily ascertainable shall be adjusted as provided in the contract for changes in the work.

(h) Cost to Owner, Allowances for Contractor and Allowable Expenditures. - In Cases (a) and (c), 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 or 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 of a subcontractor are deemed to be and are the forces of the subcontractor.
- (3) For the contractor an allowance for work performed by his subcontractor, not to exceed 7-1/2% of the amount, if any, due to the subcontractor for changes.

The above percentages shall be applied to the "net additional 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 any 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 (such as scrapers, backhoes, excavators, bulldozers, draglines, motor graders, and like equipment), and all such items of cost as public liability and worker's compensation insurance, social security and old age and unemployment insurance, and (in cases where there is an extension of time) *pro rata* expenditures for time of foremen 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 rata* time of foremen as referred to herein), timekeepers, clerks, watchmen, hand tools, small tools, incidental job burdens, engineering, drafting, and office expense. Any other provisions in the contract documents to the contrary notwithstanding, only demonstrable, direct, out-of-pocket expenditures for the changes plus percentages as set forth hereinabove shall be allowable for changes. No wages of a foreman shall be allowable for a change carried on concurrently with contract work unless the claim includes a demand for extension of time caused by the authorizing or ordering of the change.

(i) *Execution of Changes Pursuant to Order.* - In the event neither Case (a) nor Case (b) can be mutually agreed upon as the method of determining the cost to the Owner for a change, the contractor, provided he receives a written order from the Owner, shall proceed on force account under Case (c), and he shall keep and present in such form as the architect may direct a correct account of the expenditures together with vouchers. Allowable expenditures shall in no event exceed current costs for like services and materials, the burden of proof being on the contractor.

(j) *Stipulated Maximum Sum.* - Under Case (b) and Case (c), the Owner shall prescribe the limits of any authorization or order for a change by means of an authorization or order in writing stipulating the maximum sum of money committed toward execution of the said change, and the contractor shall have no authority to perform any change which will cost the Owner in excess of the stipulated maximum sum. It shall be solely the contractor's responsibility to apply in writing to the Owner, NOT to the architect, for an enlargement of the scope of the authorization or order by an increase in the said stipulated maximum sum if during the course of the performance of a change on force account under Case (c) the additional cost of the change to the Owner as established in accordance with allowable expenditures and allowances for profit and overhead permitted under subparagraph (h) is approaching the said stipulated maximum sum. It shall likewise be the responsibility of the contractor to apply for an enlargement of the scope of the authorization or order if the total value of units at any agreed unit price under Case (b) is approaching the said stipulated maximum sum. For changes in the work no claim for payment, repayment, reimbursement, remittance, remuneration, compensation, profit, cost, overhead, expense, loss, expenditure, allowance, charge, demand, fire, wages, salary, tax, cash, assessment, price, money, bill, statement, dues, recovery, restitution, benefit, recoupment, exaction, injury or damages shall lie against the Owner for any amount in excess of such amount as shall have been mutually agreed to under Case (a) or in excess of such amount as shall have been established as the stipulated maximum sum under Case (b) or Case (c). The cost to the Owner for any change in the work, except a change based upon agreed unit prices under Case (b), shall be established in accordance with the schedule of allowances and percentages stipulated under subparagraph (h).

(k) *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 subparagraph (h) 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 subparagraph (h) 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. The contractor shall obtain and furnish as back-up 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.

(l) Payment on Account. - If the contractor desires to obtain payment on account before any change in the work has been completed, a change order certified by the architect and signed by the contractor and the Owner must have been executed for so much of the change as has been completed at the time of the filing of the request for payment on account.

(m) Form and Execution of Change Orders. - Change orders shall be certified by the architect and signed by the contractor and the Owner in accordance with the form of change order prescribed by the Owner. No request for payment of the contractor for account of a change shall be due nor shall any such request appear on a periodical estimate or demand for final payment until (1) the change order shall have been certified by the architect and (2) a change order shall have been executed by the contractor and the Owner. All change orders shall contain the following language with nothing added, nothing deleted, and nothing changed:

The payment and extension of time (if any) provided by this change order constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly and indirectly attributable to the change order herein, for all delays related thereto and for performance of changes within the time stated.

Article E-14: Delay and Extensions of Time:

(a) 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.

(b) Delay in Furnishing Drawings. - 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.

(c) 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 herein, 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.

Article E-15: Correction of Work Before Final Payment:

(a) Orders of Condemnation. - The contractor shall remove from the premises within the space of time designated in orders of condemnation all work condemned by the architect as failing to conform to the contract, whether incorporated in the work or not, and the contractor shall promptly replace and re-execute the work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed by such removal or replacement. The contractor shall supply any omitted work and perform all unexecuted work within the space of time fixed by the architect in orders of condemnation.

(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.

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. Unless otherwise agreed to by the Owner in writing, the making good of condemned work shall physically commence at the site in not more than seven days after receipt of the order of condemnation except that in case of emergency correction shall physically commence at the site at once and except that the contractor shall in any event physically commence the correction at the site early enough to complete within the space of time allowed in the order of condemnation. The Owner shall give prompt consideration to reasonable requests for delay in commencement of the making good of orders of condemnation. The making good of condemned work shall be completed within the space of time allowed in the order of condemnation unless the contractor shall have requested from the architect an increase in the amount of time allowed and the architect shall have given notice to the contractor in writing, with copy to the Owner, stating the additional amount of time, if any, allowed.

(c) Notice of Correction from Contractor. - The contractor shall give prompt notice in writing to the architect, with copy to the Owner, upon completion of the correction of any work, the supplying of any omission of any work or materials or the performance of unexecuted work condemned by the architect. In the absence of such notice, it shall be and is presumed under this contract that there has been no correction, supplying remedy, or performance of unexecuted work.

Article E-16: 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 there from and pay for any damage to other work resulting there from. 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 material men, 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, material men, 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, material men, or manufacturers.
- (b) The said subcontractors, material men, 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, material men, or manufacturer.
- (d) The contractor will bind his subcontractor, material men, 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.

Article E-17: 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 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.

Article E-18: Right of the Owner to Terminate Contract: In the event that any of the provisions of this contract are violated by the contractor or by any of his subcontractors, the Owner may serve written notice upon the contractor and the surety of the Owner's intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the surety and the contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the contractor and the contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary thereof.

Article E-19: Contractor's Right to Stop Work or Terminate Contract: If the work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no act or fault of the contractor or by anyone employed by him, or if the architect should fail to issue any certificate for payment within fourteen days after it is due, or if the Owner should fail to pay the contractor within fourteen days of its maturity and presentation any sum certified by the architect, then the contractor may, upon seven days written notice to the Owner and the architect, stop work or

terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

Article E-20: 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. Not later than 15 days after the contractor commences work on the property, a Notice of Commencement shall be filed by the contractor with the clerk of the superior court in the county in which the project is located in accordance with Georgia Code Section 44-14-361.5.

Article E-21: Assignment: Neither party to the contract shall assign the contract or sublet it as a whole nor shall the contractor assign any moneys due or to become due to him hereunder.

Article E-22: 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 there from, the contractor shall pay or satisfy it and pay all costs incurred by the Owner.

Article E-23: Separate Contracts:

(a) Duty of Contractor to Cooperate with Other Contractors. - The Owner reserves the right to let other contracts in connection with this work. 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) Duty of Contractor to Report Defects. - If any part of the contractor's work depends for proper execution or results upon the work of any other contractor, the contractor shall inspect and promptly report to the architect any defects in such work that render it unsuitable for such proper execution and results. The contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the contractor's work, except as to defects which may develop in the other contractor's work after the execution of the contractor's work.

(c) Duty of Contractor to Report Conflicts. - To ensure the proper execution of his subsequent work the contractor shall measure work already in place and shall at once report to the architect any discrepancy between the executed work and the drawings or specifications.

Article E-24: Architect:

(a) Supervision. - The architect shall have general administration of the work except in respect to safety as stated under Article E-8. 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.

Article E-25: 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.

(c) Claims for Alleged Procrastination. - No claim for delay to the contractor or for additional expense to the contractor shall be allowed on account of failure of the architect to render decisions, make interpretations, or furnish additional instructions until ten days after receipt of written claim for additional compensation, damages, or extension of time served upon the architect and the Owner and not then unless such claim be reasonable.

Article E-26: 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. In the event no such designation appears in the contract documents, the contractor shall not proceed with the installation of the work or materials until (1) he shall have requested from the architect in writing (with copy of the request to the Owner) additional instructions as to title, number, edition, date, etc., of the bulletin, circular, catalogue or other publication of the manufacturer which contains the manufacturer's published recommendations or requirements for installation and use of the product and (2) until he shall have received the aforesaid additional instructions. Prior to proceeding with the installation of the said work or materials, the contractor shall obtain for his use at the site in executing the work the "doctrine" designated in the said additional instructions of the architect. The plans 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 called for in the manufacturer's recommendations or requirements. There may be no deviations from the plans and specifications except to the extent that the said deviations shall be necessary in order to comply with the manufacturers express recommendations or express requirements. Any changes necessary to comply with the manufacturer's express recommendations or express requirements shall be made at no additional expense to the Owner.

Article E-27: Affidavits: Before receiving any portion of the retainage the contractor will be required to furnish a non-influence affidavit and a statutory affidavit in the exact form as shown attached hereto:

EXHIBIT "D"

STATUTORY AFFIDAVIT

COUNTY OF _____
STATE OF _____

FROM: _____
Contractor

To: GEORGIA WORLD CONGRESS CENTER AUTHORITY, Owner

Re: Contract entered into the _____ day of _____, 20____, between the above-mentioned parties for the construction of Project No. _____ located at _____.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above contract has been performed in accordance with the terms thereof, that all material men, subcontractors, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character (including disputed claims or any claims to which the contractor has or will assert any defense) arising out of the performance of the contract which have not been paid and satisfied in full except as listed herein below:.....

(Instructions - ENTER THE WORD "NONE" OR LIST THE NAMES OF CLAIMANTS AND THE AMOUNT CLAIMED BY EACH)

2. The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.

3. The undersigned makes this affidavit for the purpose of receiving final payment in full settlement of all claims against the Owner arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of the contract.

This _____ day of _____, 20____

Signature

Title

Firm

COUNTY OF _____
STATE OF _____

Personally before me, the undersigned authority, appeared (_____),
(NAME OF PERSON SIGNING AFFIDAVIT)
who is known to me to be an official of the firm of (_____) who, after
(NAME OF GENERAL CONTRACTOR)
being duly sworn, stated on his oath that he had read the above statement and that the same is true and correct.

Notary Public

My commission expires _____
this _____ day of _____, 20____.

SPECIMEN

NON-INFLUENCE AFFIDAVIT

COUNTY OF _____

STATE OF _____

I do solemnly swear on my oath that as to the contract dated _____,
20____,
between (NAME OF GENERAL CONTRACTOR) and the GEORGIA WORLD
CONGRESS CENTER

AUTHORITY, I have no knowledge of the exertion of any influence or the attempted exertion of any influence on the firm on behalf of which this affidavit is made in any way, manner, or form in the purchase of materials, equipment, or other items involved in construction, manufacture, or employment of labor under the aforesaid contract by any employee, officer, or agent of Georgia World Congress Center Authority, or any person connected with the State Government of Georgia in any way whatsoever.

This _____ day of _____, 20____.

Signature (L.S.)

Title

Firm

COUNTY OF _____

STATE OF _____

Personally before me, the undersigned authority, appeared (_____),
(NAME OF PERSON SIGNING AFFIDAVIT)

who is known to me to be an official of the firm of (_____) who, after
(NAME OF GENERAL CONTRACTOR)

being duly sworn, stated on his oath that he had read the above statement and that the same is true and correct.

Notary Public

My Commission expires _____

This _____ day of _____, 20____

EXHIBIT "E"

GEORGIA WORLD CONGRESS CENTER

PAYMENT BOND

THIS BOND IS EXECUTED TOGETHER WITH ANOTHER BOND IN FAVOR OF THE OWNER AS OBLIGEE CONDITIONED UPON PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal
(Legal title and address of the Contractor)

(Hereinafter referred to as "Principal"), and _____
(Legal title and address of Surety)

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto **George L. Smith II, Georgia World Congress Center Authority** as Obligee (hereinafter referred to as "Owner"), for the use and benefit of claimants defined, hereinafter, in the amount of: _____ Dollars (\$ _____), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the Owner dated

_____ for _____ in accordance with drawings and specifications in **RFP # GWCCA0XXXXXXEC** _____ dated _____, 2026 and any and all applicable Addenda which contract is incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations, or addition or additions to the terms of the contract or to the work to be performed there under, or the specifications or drawings accompanying same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work or to the specifications or drawings.
2. A claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in said contract.
3. Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the work referred to in said bond before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by him, or materials or equipment or machinery was furnished or supplied by him for which such claim is made, or when he has completed his subcontract for which claim is made, shall have the right to sue on such payment bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due him; provided, however, that any person having direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the contractor furnishing said payment bond shall have the right of action upon the said payment bond upon giving written notice to said contractor within ninety days from the day on which such person did or performed the last of the labor, or furnished the last of the materials or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed or done; provided further that nothing contained herein shall limit the right of action to said ninety day period. Notice may be

served by depositing a notice, registered mail, postage prepaid, duly addressed to the contractor at any place he maintains an office or conducts his business, or his residence, in any post office or branch post office or any letter box under the control of the Post Office Department or, notice may be served in any manner in which the sheriffs of Georgia are authorized by law to serve summons or process. Every suit instituted under this section shall be brought in the name of the claimant without the Owner being made a party thereto. The official who has the custody of said bond is authorized and directed to furnish, to any person making application therefore who submits an affidavit that he has supplied labor or materials for such work and payment therefore has not been made, or that he is being sued on any such bond, a copy of such bond and the contract for which it was given, certified by the official who has custody of said bond; this copy shall be primary evidence of said bond and contract and shall be admitted in evidence without further proof. Applicants shall pay for such certified copies and such certified statements such fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fee exceed the fees which the clerks of the superior courts are permitted to charge for similar copies.

4. No action can be instituted on this bond after one year from the date of the final certificate of the architect.
5. Further, this bond shall be considered the same as a bond furnished under Section 23-1705 *et seq.*, of the Code of Georgia, as amended, and all provisions of law pertaining to bonds furnished under said Section shall pertain hereto.

Signed and sealed this _____ day of _____ AD 20 _____.

(Name of Contractor)

(Authorized Signature and Title of Contractor)

(Witness)

(Name of Surety Company)

(Authorized Signature and Title of Surety Company)

(Witness)

GEORGIA WORLD CONGRESS CENTER

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Legal title and address of the Contractor)

as Principal (hereinafter referred to as "Contractor"), and

(Legal title and address of Surety)

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto **George L. Smith II, Georgia World Congress Center Authority** as Obligee (hereinafter referred to as "Owner"), in the amount of: _____ **Dollars (\$_____)**, to which payment Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Contractor has entered into a contract with the Owner dated

_____, **2026** for _____ in accordance with drawings and specifications in **RFP # GWCCAXXXXXXEC_____** dated, **2026 and any and all applicable Addenda** which documents are incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Contractor, his agents, subcontractors or employees, in the execution or performance of said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations, or addition or additions to the terms of the contract or to the work to be performed there under, or the specifications or drawings accompanying same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work or to the specifications or drawings.
2. If pursuant to the contract documents the Contractor shall be declared in default by the Owner under the aforesaid contract, the Surety shall promptly remedy the default or defaults or shall promptly perform the contract in accordance with its terms and conditions. It shall be the duty of the Surety to give an unequivocal notice in writing to the Owner within twenty-five (25) days after receipt of a declaration of default of the Surety's election to remedy the default or defaults promptly or to perform the contract promptly, time being of the essence. In said notice of election, the Surety shall indicate duty of the Surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned work, (c) the furnishing of each omitted item of work, and (d) the performance of the contract. The Surety shall not assert solvency of its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the contract.
3. Supplementary to and in addition to the foregoing, whenever the Owner shall notify the Surety that the Owner has notice that the Contractor has failed to pay any subcontractor, material man, or laborer for labor

or materials certified by the Contractor as having been paid for by the Contractor, the Surety shall, within 30 days of receipt of such notice, cause to be paid any unpaid amount for such labor or materials.

4. It is expressly agreed by the Contractor and the Surety that the Owner, if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, material men, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.
5. The Surety agrees that other than as is provided in this bond it may not demand of the Owner that the Owner shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any other action of any nature or description which is not required of the Owner to be done under the contract documents.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.

Signed and sealed this _____ day of _____ AD 20_____.

(Name of Contractor)

(Authorized Signature and Title of Contractor)

(Witness)

(Name of Surety Company)

(Authorized Signature and Title of Surety Company)

(Witness)

EXHIBIT "F"

NON-DISCRIMINATION AGREEMENT

The undersigned, acting by and through its duly authorized representative (the "Contractor") agrees that during the performance of the Agreement to which this undertaking is appended:

- A. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex or national origin. As used herein, the words "shall not discriminate" shall apply without limitation to the following:

1. Recruitment, whether by advertising or other means; compensation, whether in the form of rates of pay or other forms of compensation; selection for training, including apprenticeship; promotions; upgrading; demotions; downgrading; transfers; layoffs; and terminations.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this equal employment opportunity clause.

- B. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- C. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity requirements set forth herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor shall furnish all information and reports required by the Authority and shall permit access to the books, records and accounts of the Contractor during normal business hours by the Authority for the purposes of investigation so as to ascertain compliance with the foregoing requirements, including, if requested by the Authority, annual reports reflecting the nature of its work force by position, categories or classifications, and the impact on such work force by employment, promotion, layoff, resignation, transfer and termination of employees during the period covered by the report.

DATED: _____, 2026

CONTRACTOR:

By: _____

EXHIBIT "F" CONTINUED

The undersigned, acting by and through its duly authorized representative, affirmatively undertakes that it will affirmatively encourage and solicit participation by all qualified business enterprises in the subcontracting by the undersigned of any obligation of the undersigned in the performance of the agreement to which this undertaking is appended and in the purchase of goods or services incident to the performance of such agreement, including business enterprises which are owned by or the work force of which is comprised of race, color, creed, sex or national origin minorities and disadvantaged business enterprises. Without limitation of the foregoing, with respect to minority business enterprises and disadvantaged business enterprises, the undersigned agrees that as appropriate and feasible, the undersigned will:

- A. Give notice publicly and to appropriate organizations with respect to specific procurement activities of the undersigned that such activity presents contracting opportunities to minority business enterprises or disadvantaged business enterprises for the supply of goods or services to the successful subcontractor or supplier contracting with the Authority.
- B. Give notice in connection with specific procurement activities of the potential availability of tax incentives with respect to the purchase of goods, property or service from minority business enterprises or disadvantaged business enterprises.
- C. Engage in specific and continuing recruitment and educational efforts directed at organizations representing minority business enterprises or disadvantaged business enterprises.
- D. Engage in subcontracting or purchasing procedures which, consistent with the goals of obtaining the highest quality products or services for the lowest cost, enhance opportunities for participation by minority business enterprises or disadvantaged business enterprises.

The undersigned shall maintain records with respect to its activities under this instrument. Such records shall be open to the Authority for the Authority's inspection at reasonable times.

Nothing herein contained shall require the undersigned to award any subcontractor contract for the purchase of goods or services on the basis of the race, creed, color, sex or national origin composition of the ownership or workforce of any firm.

The undersigned further acknowledges that nothing herein is intended to restrict or limit competitive bidding in the award by undersigned of any subcontract or other contract or is intended to increase the cost of any subcontractor or other contract to the undersigned.

As used herein, "disadvantaged business enterprise" means a business which has been and is its participation in the line of business in which it is engaged as a result of any one or more of the following:

- A. Disadvantage as a result of prior discrimination against the business on the basis of race, creed, color, sex or national origin of its ownership or work force (i) in the award of contracts or subcontracts; (ii) in the availability of bonds or insurance; or (iii) in the availability of financing; or (iv) in membership in trade associations; or (v) in training opportunities for its work force.
- B. Disadvantage because of previously inadequate working capital.
- C. Disadvantaged because of previous inability to meet bonding or insurance requirements.
- D. Disadvantage attributable to the developing nature of the business enterprise and consequent limitations on the nature and extent of work which the developing business enterprise has been able to perform.

E. Disadvantage attributable to factors similar to those set forth above.

DATED: _____, 2026

SUBCONTRACTOR:

By: _____

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 1, 2008, 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 Month 1, 2026, 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: _____