

**MINUTES**  
**GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY**  
**BOARD OF GOVERNORS MEETING**  
**SIGNIA BY HILTON ATLANTA HOTEL**  
**DREAM BALLROOM**  
**Thursday, September 25, 2025**  
**8:30 a.m.**

**The following fifteen out of fifteen Board members were present:**

Brian Daniel, Chair (Presiding)	Steve Adams
Doug Tollett, Vice Chair	Maxine Burton, Treasurer
Butch Miller	Natasha Bell
Glenn Hicks	Bill Jones
Dexter Warrior, Secretary	Bill Russell
Aaron McWhorter	Bill Rice
Omar Ali	Ben Garrett
Rachel Little	

*Chair Brian Daniel called the meeting to order at 8:38 a.m.*

*A motion to approve the August 26, 2025 Board of Governors meeting minutes was made by Glenn Hicks, seconded by Doug Tollett, and unanimously was approved.*

**AUTHORITY BUSINESS**

Chair Brian Daniel introduced the two new Board members, Omar Ali and Butch Miller.

**CONVENTION AND TRADESHOW INDUSTRY UPDATE**

Ken Holsinger, Senior Vice President Strategy for Freeman, gave a presentation on the status of the industry.

**FOOD AND BEVERAGE UPDATE**

Cindy van Rensburg, Levy Convention Center Division President; Katherin Putnam, Levy Vice President Operations; Michael Braendle, Levy Senior Finance Expert; Casey Gerhard, Levy E15 Director of Scalable Solutions; and Stevie Chumley, Levy GWCC General Manager gave a presentation on food and beverage.

**SIGNIA BY HILTON ATLANTA UPDATE**

Scott Ward, Signia by Hilton Atlanta General Manager; Julia Austin, Signia by Hilton Atlanta Director of Sales, Doug Gehret, Senior Vice President, Hilton United States and Canada; and Meghan Fitzgerald, Signia by Hilton Global Brand Leader gave a presentation on the Signia by Hilton Atlanta.

**SAVANNAH CONVENTION CENTER UPDATE**

Kelvin Moore, Senior Vice President and General Manager of the Savannah Convention Center, gave a presentation on the Savannah Convention Center.

At 11:55 a.m. Chair Brian Daniel called a recess for lunch. The Board returned from recess at 1:16 p.m.

**AUTHORITY BUSINESS**

**RESOLUTION REGARDING HVAC PREVENTIVE MAINTENANCE SERVICE AGREEMENT WITH HVH MECHANICAL PARTNERS LLC**

Stacey Church, GWCCA Chief Operating Officer, and Pargen Robertson, GWCCA Chief Legal Officer, presented on a Resolution, a copy of which is attached as Exhibit A, regarding HVAC preventive maintenance service

agreement with HVH Mechanical Partners LLC. A motion to approve the Resolution was made by Natasha Bell, seconded by Glenn Hicks, and unanimously was approved.

#### **RESOLUTION REGARDING TASK ORDER FOR UPGRADE OF ORIGINAL GOLD DECK WITH HOLDER CONSTRUCTION GROUP LLC**

Stacey Church, GWCCA Chief Operating Officer, and Pargen Robertson, GWCCA Chief Legal Officer, presented on a Resolution, a copy of which is attached as Exhibit B, regarding task order for upgrade of original Gold Deck with Holder Construction Group LLC. A motion to approve the Resolution was made by Bill Rice, seconded by Bill Jones, and unanimously was approved.

#### **RESOLUTION REGARDING AMENDMENT TO CAMPUS MASTER PLAN CONSULTING SERVICES AGREEMENT WITH HKS, INC.**

Stacey Church, GWCCA Chief Operating Officer, and Pargen Robertson, GWCCA Chief Legal Officer, presented on a Resolution, a copy of which is attached as Exhibit C, regarding an amendment to the Campus Master Plan Consulting Services Agreement with HKS, Inc. A motion to approve the Resolution was made by Doug Tollett, seconded by Dexter Warrior, and unanimously was approved.

#### **RESOLUTION REGARDING HOTEL PUBLIC FINANCING SECOND SUPPLEMENTAL INDENTURE OF TRUST**

Melana McClatchey, GWCCA Vice President Hotel Counsel, presented on a Resolution, a copy of which is attached as Exhibit D, regarding the Hotel Public Financing Second Supplemental Indenture of Trust. A motion to approve the Resolution was made by Omar Ali, seconded by Rachel Little, and unanimously was approved.

#### **MOTION REGARDING BOARD COMMITTEE APPOINTMENT**

Chair Brian Daniel designated Glenn Hicks to replace Don Balfour on the Executive Committee. A motion was made by Bill Rice, seconded by Doug Tollett, and unanimously approved the appointment.

#### **SALES UPDATE**

Charlene Lopez, ACVB Executive Vice President and Chief Sales Officer; and Kim Allison, GWCCA Vice President of Convention Sales, presented the Sales Update.

#### **FINANCIAL UPDATE**

Janet Finlayson, GWCCA Chief Financial Officer; Thomas Lloyd, CCLD Managing Director; and Rey Rodriguez, GWCCA Director of Finance, presented the Financial Update.

Pargen Robertson, GWCCA Chief Legal Officer, presented a refresher summary on the Board's Hotel Surplus Reserves Resolution, adopted on March 29, 2022, establishing the Hotel Surplus Reserve Accounts and designating how those Accounts are to be funded and utilized.

#### **CAMPUS DEVELOPMENT UPDATE**

Mason Zimmerman with Pope & Land and Jeff Fuqua with Fuqua Development presented on the Campus Entertainment District Project.

***Chair Brian Daniel adjourned the meeting at 4:20 p.m.***

RESPECTFULLY SUBMITTED:

APPROVED:

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James Pargen Robertson, Jr., Chief Legal Officer

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Dexter Warrior, Secretary

EXHIBIT A

[insert copy of Resolution regarding HVAC preventive maintenance service agreement with HVH Mechanical Partners LLC]

**A RESOLUTION  
OF  
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY  
REGARDING  
HVAC PREVENTIVE MAINTENANCE SERVICES AGREEMENT  
WITH HVH MECHANICAL PARTNERS LLC**

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

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

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

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

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

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

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

WHEREAS, pursuant to an award under RFP No. GWCCA112724EC, HVH MECHANICAL PARTNERS, LLC seeks to furnish to the Authority on a contract basis HVAC Preventive Maintenance Services on terms and conditions agreed upon by the parties; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that the Chief Executive Officer is authorized, though not required, to execute and deliver, in substantially similar form attached hereto as **Exhibit A**, but subject to the occurrence or satisfaction of any and all applicable contingencies, terms and conditions, an agreement for HVAC preventive maintenance services and related equipment, goods, and services, but only so long as such agreement complies with applicable law and, in the judgment of the Chief Executive Officer, is consistent with the corporate purposes and mission of the Authority and the Authority’s sound business practices.

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

ADOPTED this 25<sup>th</sup> day of September 2025.

\_\_\_\_\_  
Brian Daniel, Chair, Board of Governors  
Geo. L. Smith II Georgia World Congress Center Authority

Attest: \_\_\_\_\_  
Alsiha King, Assistant Secretary

{Authority Seal}

**EXHIBIT A**

A draft of the Agreement follows this page.  
*(14 pages)*

**HVAC PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT  
BETWEEN  
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY  
AND  
HVH MECHANICAL PARTNERS, LLC**

THIS AGREEMENT is made and entered into as of the [REDACTED] day of [REDACTED], 2025, by and between the **GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY** (the "Authority"), and **HVH MECHANICAL PARTNERS, LLC**, a Georgia limited liability company, whose address is 11140 Bob Williams Parkway, Covington, GA 30014, and whose F.E.I. Number is [REDACTED] (referred to as "Contractor").

**WITNESSETH:**

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

1 ***GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR.*** Contractor shall provide all goods and services identified in Exhibit "A" and made a part hereof, and such additional goods and services as Contractor and Authority may agree in writing, in strict compliance with the terms and conditions of this Agreement. All goods and services provided by Contractor under this Agreement shall comply with the specifications contained herein.

1.1 ***PRODUCT SHIPMENT AND DELIVERY.*** All goods shall be shipped F.O.B. destination. Destination shall be the Georgia World Congress Center, 285 Andrew Young International Boulevard, N.W., Atlanta, GA 30313-1591, or such other destination as may be designated in writing by Authority. All goods furnished under this Agreement shall be at Contractor's risk until they have been delivered to and accepted by Authority. All goods furnished under this Agreement shall be subject to inspection by Authority upon delivery. Latent damage and defects shall remain the responsibility of Contractor to remedy at no cost to Authority, regardless of when the latent damage or defects are discovered.

1.2 ***NON-EXCLUSIVE RIGHTS.*** This Agreement is not exclusive. Authority reserves the right to select other contractors to provide goods and services identical or similar to those goods and services described in this Agreement.

1.3 ***PRIORITY OF CONTRACT PROVISIONS.*** Any contract terms or conditions included on Contractor's forms and invoices shall be null and void.

**2 *COMPENSATION.***

2.1 For all goods furnished and services rendered by Contractor, the Authority shall pay Contractor those sums identified in Exhibit "A" attached hereto, which shall be invoiced by Contractor once per month following completed delivery of the goods and services.

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

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

2.3 Invoices which are complete in accordance with instructions issued by Authority received by Authority within five (5) calendar days after the end of the month shall be processed and paid no later than thirty (30) calendar days after the date invoiced. Those invoices received later shall be processed and paid with the next month's invoices. Incomplete, incorrect, or disputed invoices shall be returned to Contractor for corrective action.

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

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

2.6 If Authority in good faith determines that Contractor has failed to perform or delivery any goods or services as required under this Agreement, then Contractor shall not be entitled to any compensation under this Agreement unless and until such goods or services conform to this Agreement. In the event of such failure, Authority may withhold that portion of Contractor's compensation which represents payment for non-conforming goods or services. To the extent that Contractor's failure causes Authority to incur costs, Authority may deduct the amount of such incurred costs from any amounts otherwise payable to Contractor. Authority's right under this provision to deduct such incurred costs shall not in any way affect Authority's right to terminate this Agreement.

2.7 In the event that Contractor owes to Authority any sums, then Authority may set off the sums owed to Authority by Contractor.

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

**4** ***REPRESENTATIVES.*** Contractor shall direct all matters regarding this Agreement to:

Erle Coleman  
Director of Supply Chain Purchasing  
Geo. L. Smith II Georgia World Congress Center Authority  
285 Andrew Young International Boulevard  
Atlanta, Georgia 30313

**5** ***CONTRACT PERIOD.*** The period of this Agreement shall begin on the date hereof, and shall expire on June 30, 2026 ("Expiration Date"), provided that the Authority may elect unilaterally to extend the Expiration Date by one (1) renewal term of one (1) year by giving written notice to Contractor not later than May 1, 2026. All goods, services and work product are due not later than the Expiration Date.

**6** ***TERMINATION OF CONTRACT.*** This Agreement may be terminated by the Authority with or without cause prior to the expiration of its term. If this Agreement is terminated prior to the expiration of its term, the Authority shall pay the Contractor pro rata only for goods and services already provided.

**7** ***APPLICABLE STANDARDS.***

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

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

**8 *NONDISCRIMINATION.***

Contractor shall provide all goods and services hereunder without discrimination, consistent with applicable law.

**9 *LICENSES, STANDARDS AND QUALIFICATIONS.***

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

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

9.3 Contractor, its employees, subcontractors, and other agents shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under this Agreement, including without limitation all such laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors and contractors. Contractor, its employees, subcontractors and other agents also comply with all applicable federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement. Contractor and Contractor's employees, subcontractors and other agents shall also comply with all state and Authority policies and procedures in effect during Contractor's performance under this Agreement, including but not limited to Authority policies and procedures in respect of personnel conduct, security, safety, confidentiality, and ethics.

**10     *INDEPENDENT CONTRACTOR RELATIONSHIP.***

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

10.2    This Agreement shall be binding upon Contractor.

**11     *SOLE AGREEMENT.***

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

11.2    No modification of this Agreement will be effective unless such modification shall have been made in writing, signed by all parties, and designated as an amendment clearly referring to this document. To the extent that any provisions in Exhibit "A" are inconsistent with the terms and conditions in Articles 1 through 19 of this Agreement, the terms and conditions in Articles 1 through 19 of this Agreement shall control.

**12     *GEORGIA LAW GOVERNS.*** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

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

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

14.1    Comprehensive Commercial General Liability Insurance, with contractual liability coverage, on an occurrence basis with minimum limits of liability of not less than One Million Dollars (\$1,000,000.00) per person, Three Million Dollars (\$3,000,000.00) per occurrence.

14.2    Automobile Liability Insurance with minimum limits of liability of not less than One Million Dollars (\$1,000,000.00) per person, Three Million Dollars (\$3,000,000.00) per occurrence.

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

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

## 15 *INDEMNIFICATION*

15.1 Contractor's Indemnification Obligation. Contractor agrees to indemnify and hold harmless Authority, the State of Georgia, and all of Authority and State of Georgia's officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by their respective attorneys, related to or arising from: (i) Any breach of this Agreement;

(ii) Any negligent, intentional or wrongful act or omission of Contractor or any employee, subcontractor or any other agent utilized or employed by Contractor;

(iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under this Agreement;

(iv) The negligence or fault of Contractor in design, testing, development, manufacture, or otherwise with respect to any goods or parts thereof provided under this Agreement;

(v) Claims, demands, or civil actions which, with respect to any goods or parts thereof provided under this Agreement, allege product liability, strict product liability, or any variation thereof;

(vi) Contractor's performance or attempted performance of this Agreement, including any employee, subcontractor, or any other agent utilized or employed by Contractor;

(vii) Any failure by Contractor to comply with the requirements of Section 9.3 of this Agreement;

(viii) Any failure by Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees and costs required by Contractor to conduct business in the State of Georgia and the United States;

(ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

(x) Any failure by Contractor to adhere to the confidentiality provisions of this Agreement.

15.2 Duty to Reimburse State Tort Claims Fund. To the extent such damage or loss as covered by this Indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitution and laws of the State and the terms of the Fund, Contractor, for itself and its insurers, waives any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder.

15.3 Litigation and Settlements. Contractor shall, at its own expense, be entitled to and has a duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

**16 PROPRIETARY RIGHTS IN WORK PRODUCT AND CONFIDENTIALITY.**

16.1 Work Product is Public Record of Authority. Under O.C.G.A. §50-18-102, all work product of Contractor under this Agreement is a public record of the Authority.

16.2 Confidentiality.

16.2.1 With respect to the Authority's Proprietary Information (as defined below), the Contractor agrees that it shall secure and keep such Proprietary Information confidential and:

- (i) Shall protect and safeguard the Proprietary Information against any unauthorized use, disclosure, report, transfer or publication with at least the same degree of care as it uses for its own confidential or proprietary information, but in no event use less than reasonable care;
- (ii) Restrict disclosure to those of the Contractor's Affiliates, and the Contractor's and its Affiliates' respective officers and employees who clearly have a need-to-know such Proprietary Information, and then only to the extent of such need-to-know, and only in furtherance of the specific purposes of this Agreement;
- (iii) Use such Proprietary Information only for the purposes of performing services under this Agreement, and not disclose such Proprietary Information other than as set forth above unless the Authority shall have expressly authorized in writing such disclosure; and
- (iv) Not use any Proprietary Information to compete or obtain any competitive or other advantage with respect to the Authority either for Contractor's own benefit or for the benefit of another.
- (v) Notwithstanding the foregoing, the Contractor shall be entitled to release Proprietary Information to permit it to prosecute or defend any claim under this Agreement or pursuant to an order of a court or government agency; provided, however, in the case of release pursuant to this Section, the Contractor shall limit the release to the greatest extent reasonably possible under the circumstances and shall have provided the Authority with sufficient advance notice to permit the Authority to seek a protective order or other order protecting its Proprietary Information from disclosure.

16.2.2 All Proprietary Information, including that which is contained in written and electronic files, letters, memoranda, reports, records, data, sketches, drawings, notebooks, program listings, or other written, photographic, or other tangible, intangible, or other materials, or which shall come into a Contractor's custody or possession, is and at all times shall be the exclusive property of the Authority and/or its licensors, to be used by the Contractor only for the purposes expressly contemplated by this Agreement.

16.2.3 The Contractor shall not acquire hereunder any right whatsoever to any Proprietary Information, including without limitation any right or license of any patent, trademark, copyright, trade secret, moral right or any other right now or later recognized by any law or regulation of any jurisdiction (collectively, "Intellectual Property Rights") as a result of or in connection with any disclosure hereunder. Accordingly, nothing in this Agreement is intended or shall be construed as a transfer, grant, license, release or waiver of any Intellectual Property Rights in any Proprietary Information.

16.2.4 “Proprietary Information” means all information and know-how, regardless of whether or not in writing, of a private, secret or confidential nature that relates to the business, technical or financial affairs of the Authority, its subsidiaries, affiliates, licensors, customers, potential customers, suppliers or potential suppliers, provided or disclosed to the Contractor or which becomes known to the Contractor, whether or not marked or otherwise designated as “confidential”, “proprietary” or with any other legend indicating its proprietary nature. Proprietary Information includes, by way of illustration and not limitation, all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, inventions and developments, products, formulas, designs, prototypes, methods, techniques, processes, procedures, computer programs and software (whether as source code or object code), documentation, technologies, plans, vendor information, customer information, personnel information, research, and reports, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. Proprietary Information shall further include any such information, materials, tangible or intangible property of customers of, suppliers to or any other third party with whom the Authority does or considers doing business and who may have disclosed or entrusted such information to the Contractor pursuant to or in furtherance of the discussions and exchanges under this Agreement. Proprietary Information shall not include information that: (1) has become public knowledge through legal means without fault by the Contractor, (2) is already public knowledge prior to the the Authority’s disclosure of the same to the Contractor, (3) is known to the Contractor prior to the Authority’s disclosure of the same pursuant to this Agreement, or (4) is independently developed by the Contractor without reference to or use of the Proprietary Information.

16.2.5 At the request of the Authority or upon termination of this Agreement, the Contractor shall promptly destroy all of its copies of such Proprietary Information or return the same to Authority, and in either case shall, within thirty (30) days of receiving such a request, certify in writing its compliance with the terms of this provision. After such destruction or delivery, the Contractor shall not retain any copies thereof.

16.2.6 Nothing in this Agreement shall be deemed to obligate either Party to disclose any Proprietary Information to the other, or to accept any Proprietary Information of the other.

16.2.7 Contractor acknowledges the insufficiency of money damages as a remedy for any breach of this Agreement by Contractor, and that any such breach would cause the Authority irreparable harm. Accordingly, the Authority, as the case may be, in addition to any other remedies available at law, shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Contractor further agrees to waive the securing or posting of any bond in connection with such remedy.

## **17 STATUTORY REPRESENTATION.**

Contractor hereby certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

## **18 WARRANTIES**

**18.1 Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by Contractor and subcontractors of Contractor, whether or not the Agreement

specifically denominates Contractor's and subcontractors' promise as a warranty or whether the warranty is created only by Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State of Georgia, shall not be construed as limiting or negating any warranty provided by law, including without limitation all warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by Contractor.

**18.2 Warranty – Nonconforming Goods.** All goods delivered by Contractor to Authority shall be free from any defects in design, material, or workmanship. If any goods offered by Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, Authority shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by Authority shall not relieve Contractor of or be deemed to satisfy Contractor's warranty duties or any other obligation under the Contract.

**18.3 Compliance with Federal Safety Acts.** Contractor warrants and guarantees to Authority that the goods provided under this Agreement are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

**18.4 Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to Authority pursuant to the terms of this Agreement shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. Contractor represents and warrants that the concepts, materials, goods and services and Authority's use of same and the exercise by Authority of the rights granted by this Agreement shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by this Agreement.

**18.5 Conformity with Contractual Requirements.** Contractor represents and warrants that the goods and services provided in accordance with this Agreement will appear and operate in conformance with the terms and conditions of this Agreement.

**18.6 Authority to Enter into Agreement.** Contractor represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Authority.

**18.7 Obligations Owed to Third Parties.** Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Contractor pursuant to the Agreement are or will be fully satisfied by Contractor so that Authority will not have any obligations with respect thereto.

**18.8 Title to Property.** Contractor represents and warrants that title to any property assigned, conveyed or licensed to Authority is good and that transfer of title or license to Authority is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

**18.9 Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

**18.10 Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Agreement are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by Authority as specified in this Agreement. All persons assigned to perform services under this Agreement shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.

**18.11 Use of State Vehicles.** Contractor warrants that no Authority vehicles will be used by Contractor for the performance of services under this Agreement. Contractor shall be responsible for providing transportation necessary to perform all services.

**18.12 Product Recall.** In the event that any of the goods are found by Contractor, Authority, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or otherwise not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, Contractor will promptly communicate all relevant facts to Authority and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude Authority from taking such action as may be required of it under any such law or regulation. Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that Contractor and Authority otherwise shall agree.

## **19 *SEXUAL HARASSMENT PREVENTION***

The Authority promotes respect and dignity and does not tolerate sexual harassment in the workplace. The Authority is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All Authority employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the Authority maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the Authority, their customers, and other contractors of the Authority in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are on Authority premises or who regularly interact with Authority personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from

Authority premises, restricted access to Authority premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by Authority.

If Contractor has employees and subcontractors that are regularly on Authority premises or who will regularly interact with Authority personnel, Contractor certifies that:

- (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing Authority premises and prior to interacting with Authority employees; and on an annual basis thereafter; and
- (c) Upon request of the Authority, Contractor will provide documentation substantiating such employees and subcontractors’ acknowledgment of the State of Georgia’s Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

**20. PAYMENT AND PERFORMANCE BONDS**

Contractor shall provide payment and performance bonds from such approved surety and of the types, for such penal sums, and subject to such terms and conditions as required by Authority, including obligee endorsements, and otherwise in such form as provided in Exhibit B attached hereto and incorporated herein.

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

**HVH MECHANICAL PARTNERS, LLC**

\_\_\_\_\_ DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

**GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY**

\_\_\_\_\_ DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

## **EXHIBIT A**

For all goods furnished and services rendered by Contractor under this Agreement, the Authority shall pay Contractor the aggregate sum of \$425,880.00 per year, which shall be invoiced by Contractor at a rate of \$35,490.00 payable per month following completion for the preceding month of Contractor's work product, goods and services due under this Agreement.

Contractor shall perform HVAC preventive maintenance and repair services as identified in this Agreement, inclusive of scheduled cleaning, lubrication, testing and adjusting of all HVAC equipment. Response for emergency repair services is 24 hours, 365 days per year. Contractor's HVAC preventive maintenance and repair services shall include the following:

- Check pressures and temperatures;
- Check motor and fan bearings;
- Lubricate per manufacturer recommendations; check refrigerant charge; check fan belts and adjust as necessary;
- Change filters per Authority's equipment list and schedule;
- Look for any types of leaks;
- Check electrical wiring;
- Check gauges, thermometer and indicator lights;
- Check general operation of HVAC units;
- Report and review with Authority;
- Check electrical wiring and contacts;
- Tighten electrical connections;
- Clean condensate pans and
- Clean work areas.

### **Preventative Maintenance for HVAC Equipment**

The Contractor shall provide all labor, materials, tools, and expertise to perform preventative maintenance (PM) for 97 PIUs and 245 combined RTUs, AHUs, and PAHUs. This work shall follow a schedule established by the Authority. The Authority will supply the following resources to support the Contractor's activities:

- A detailed list of equipment, including PM and filter change frequencies, as well as general location information.
- A comprehensive filter and belt inventory (where applicable), detailing sizes and quantities.

The Contractor is expected to execute the services professionally, ensuring the operational efficiency and reliability of the equipment.

### **Tasks to be Performed**

The tasks will be divided into the following categories:

#### **1. Regularly Scheduled Maintenance (Preventative Maintenance):**

- Perform PM activities to ensure equipment is functioning efficiently and in accordance with manufacturer specifications.

#### **2. Documentation and Reporting:**

- Record all maintenance activities, including time spent, and report any deficiencies detected during PM operations to the Authority.
- 

#### PIU Preventative Maintenance Tasks

The following tasks shall be performed to maintain PIUs:

- **System Operation Check:** Verify proper operation through the Building Automation System (BAS).
- **Filter Replacement:** Perform annual replacement of filters as specified.
- **Log Sheets:** Accurately fill out and maintain PM log sheets for record-keeping and compliance purposes.

#### RTU, AHU, and PAHU Preventative Maintenance Tasks

For RTUs, AHUs, and PAHUs, the Contractor shall:

- **Filter Replacement:** Regularly replace filters based on the provided schedule.
- **Condensate Drain Inspection:** Ensure condensate drains are clear and draining properly, clearing any blockages as necessary.
- **Coil and Component Cleaning:** Clean coils, fan impellers, blades, and electrical contacts to ensure optimal performance.
- **Alignment Checks:** Align belt drives, drive couplings, and air fins to maintain efficient operation.
- **Control Calibration:** Calibrate safety controls, temperature sensors, and pressure controls.
- **Tightening:** Secure electrical connections, mounting bolts, and pipe clamps.
- **Belt Adjustment and Replacement:** Adjust belt tension and replace belts as needed.
- **Lubrication:** Lubricate motors, bearings, valve stems, dampers, and fan linkages using manufacturer-recommended lubricants.
- **Sequence of Operation Check:** Verify proper operation sequence via BAS or manual operation as required.
- **Exterior Inspection:** Inspect unit exteriors for physical damage and ensure door latches are secure.
- **Log Sheets:** Document all tasks performed using PM log sheets specific to the equipment.

#### Filter Requirements

- **Specifications:** Filters must meet MERV 13 standards to maintain GWCCA's Gold LEED certification.
- **Fit and Seal:** Filters must fit securely in the filter track with no air bypass or gaps.
- **Frame Integrity:** Filter frames shall be sized to cover the entire cross-section of the unit, preventing blow-by and ensuring a proper seal.
- **Filter Supply and Replacement:** The contractor shall supply, install, and regularly replace filters according to the agreed schedule.
- **Disposal:** Used filters must be disposed of in dumpsters provided by the Authority.

#### Recording and Reporting

To ensure transparency and accountability, the Contractor shall:

Record all work performed, including labor hours, in the Authority's work order (W/O) system on a weekly basis.

Report any deficiencies detected during PM activities in the W/O system, detailing the nature and extent of the issues.

Use Authority-provided equipment and login credentials to access the W/O system.

Allow the Authority-assigned POC to coordinate necessary follow-up actions for repair or corrective work.

## **Expectations**

### **Work Coordination and Logistics**

- An Authority-assigned POC will coordinate work schedules, logistics, and Contractor parking. Contractor shall adhere to FDC and fire egress regulations at all times.
- The Contractor must have the capacity to perform work during irregular hours to accommodate event schedules, board meetings, or other operational requirements.

### **Personnel and Safety Requirements**

- The Contractor must provide a full-time, on-site POC or supervisor to oversee work while it is being performed.
- All work must be executed by skilled professionals trained in HVAC maintenance, adhering to the highest standards of safety.
- Tasks requiring de-energization of equipment must involve proper lock-out/tag-out (LOTO) procedures. If work necessitates energized inspections, the contractor must provide an approved action plan to the Authority prior to commencing such work.

### **Tools and Equipment**

- The Contractor shall supply all necessary tools, equipment, aerial lifts, and materials to perform the required services.

### **Performance and Compliance**

- Contractor performance will be monitored regularly by Authority personnel. Non-compliance or unsatisfactory performance will result in corrective action, up to and including termination of the contract.
- The Contractor must exercise due diligence to ensure all work is thorough, complete, and meets contractual obligations.

## **Facility Oversight**

- Authority personnel or an assigned POC will inspect work to ensure compliance with the contract.
- Any deficiencies identified during inspections will be documented and reported to Procurement and Contract Services (PCS) for resolution.
- Follow-up actions for unresolved deficiencies may include penalties or corrective measures as outlined in the contract.

The contractor is expected to operate professionally and collaboratively, ensuring seamless operations and the ongoing functionality of Authority's HVAC systems.

**EXHIBIT B**

*[insert form of Payment Bond and Performance Bond here]*

EXHIBIT B

[insert Resolution regarding task order for upgrade of original Gold Deck with Holder Construction Group LLC]

**A RESOLUTION  
OF  
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY  
REGARDING  
TASK ORDER FOR UPGRADE OF ORIGINAL GOLD DECK  
WITH HOLDER CONSTRUCTION GROUP LLC**

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

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

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

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

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

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

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

WHEREAS, on May 23, 2024, the Authority executed the Task Order Contract for General Construction Services with Holder Construction Group LLC; and

WHEREAS, the Authority now seeks to authorize Holder Construction Group, LLC to proceed to effect specified upgrades to the original Gold Deck pursuant to an Assignment Order for Task Order for General Construction Services substantially in the format attached hereto as **Exhibit A**;

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that the Chief Executive Officer is authorized, though not required, to execute and deliver, in substantially similar form attached hereto as Exhibit A, but subject to the occurrence or satisfaction of any and all applicable contingencies, terms and conditions, a task order for general construction services in respect of its upgrade to the original Gold Deck by Holder Construction Group LLC and related equipment, goods, and services, but only so long as such agreement complies with applicable law and, in the judgment of the Chief Executive Officer, is consistent with the corporate purposes and mission of the Authority and the Authority’s sound business practices.

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

ADOPTED this 25<sup>th</sup> day of September 2025.

\_\_\_\_\_  
Brian Daniel, Chair, Board of Governors  
Geo. L. Smith II Georgia World Congress Center Authority

Attest: \_\_\_\_\_  
Alisha King, Assistant Secretary

{Authority Seal}

**EXHIBIT A**

A draft of Assignment Order for Holder Construction Group LLC follows this page.  
*(31 pages)*

**Exhibit "A"**  
**Form of Assignment Order**

STATE OF GEORGIA

**ASSIGNMENT ORDER NUMBER \*\*\*\*\***  
**TASK ORDER FOR GENERAL CONSTRUCTION SERVICES**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of September, 2025, by and between the **Georgia World Congress Center Authority**, an instrumentality of the State of Georgia, (hereinafter, called "Owner"), with a place of business at 285 Andrew Young International Blvd., NW, Atlanta, GA 30313-1591 and **Holder Construction Group, LLC** (hereinafter, called the "Contractor"), whose mailing address is 3300 Riverwood Parkway, Suite 1200, Atlanta, GA 30339 .

**WITNESSETH:**

WHEREAS, the Owner has the authority to make contracts and to execute all instruments necessary or convenient, as well as the authority to employ such other experts, agents and employees as may be in the Owner's judgment necessary to carry on properly the business of the Owner pursuant to O.C.G.A. § 50-17-22(d)(2) – (4); and

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

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

1. **SCOPE OF WORK** - The Contractor shall, in accordance with Exhibit "A" - General Conditions, furnish all labor, materials, tools and equipment to perform all the Work described in the construction documents prepared by Gensler Architect & Interior Design dated February 10, 2025 and the Scope of Work document titled Upgrade of Original Gold Deck attached as Exhibit "B." It is the intent and it is hereby agreed that the Contractor shall perform all work covered by this Assignment Order and the Contract Documents.
2. **TIME OF COMPLETION** - This Contract shall be commenced within ten (10) days after notice to proceed is issued by the Owner and shall be fully completed in \_\_\_\_\_ consecutive calendar days from and including the date of the Proceed Order, time being of the essence.
3. **CONTRACT SUM** - The Owner shall pay the Contractor the sum of seven hundred eighty-two thousand eight hundred seventy dollars (\$782,870.00) subject to adjustment by additive or deductive Change Orders. See Contractor proposal attached as Exhibit "C," incorporated herein by reference.

EXECUTED AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE

**Georgia World Congress Center Authority**

**Holder Construction Group LLC**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

By: \_\_\_\_\_

(Signature)

Enclosures:     Exhibit A – General Conditions  
                      Exhibit B – Scope of Work  
                      Exhibit C – Cost Proposal

**Exhibit A**  
**GENERAL CONDITIONS**

1. **General Conditions.** These General Conditions of the Contract, Articles 1 thru 78, shall govern in the event of any conflict with any other provisions of the Contract Documents unless notice to the contrary shall have been issued by the Owner. In the event of conflict, the Supplementary General Conditions control over the General Conditions, and the Contract controls over the Supplementary and General Conditions.
2. **Legal Compliance.** The Contractor shall comply with all laws, rules, regulations, ordinances, and orders of any government agency having jurisdiction in the performance of the work and shall ensure the compliance of his subcontractors. Without limiting the generality of the foregoing, the following laws are specifically referenced:
  - a) The Drug-Free Workplace Act, O.C.G.A. § 50-24-1, *et. seq.*
  - b) Preference for Georgia Supplies, materials, equipment, and agricultural products, O.C.G.A. §§ 50-5-60 through 61.
  - c) Preference for Georgia forest products, O.C.G.A. § 50-5-63.
  - d) Preference to local sellers of Georgia products, O.C.G.A. § 50-5-62.
  - e) Standards and Requirements for Construction, Alterations, *etc.*, O.C.G.A. § 8-2-1 *et. seq.*
  - f) Control of Soil Erosion and Sedimentation, O.C.G.A. § 12-7-1, *et. seq.*
  - g) Regulation of Fire and other Hazards, O.C.G.A. § 25-2-1 *et. seq.*
  - h) Regulation of Blasting Operations, O.C.G.A. § 25-2-1 *et. seq.* and § 25-9-1 *et. seq.*
  - i) Providing Safe workplace, O.C.G.A. § 34-2-10 and § 34-7-20.
  - j) Georgia Facility Protection Act, (Underground Gas Pipe Law), O.C.G.A. § 25-9-1 *et. seq.*
  - k) High Voltage Safety Act, O.C.G.A. § 46-3-30 *et. seq.*
  - l) Access and Use by Physically Handicapped Persons, O.C.G.A. § 30-3-1 *et. seq.*
  - m) Small and Minority Business Enterprises, O.C.G.A. § 50-5-120 *et. seq.* and § 50-5-130 *et. seq.*
  - n) Trading with the State or State Officials, O.C.G.A. §§ 45-10-20 to 45-10-71.
  - o) Title VII of the Civil Rights Act, 42 U. S. C. § 200a through 2000h-6.
  - p) Age Discrimination in Employment Act, 29 U. S. C. § 621 *et. seq.*; 42 U. S. C. § 6101 *et. seq.*
  - q) Americans with Disabilities Act, 42 U. S. C. § 12101 *et. seq.*
  - r) Federal Occupational Safety and Health Act, 29 U. S. C. § 651 *et. seq.*
  - s) Federal Emergency Planning and Community Right-to-Know Act, 42 U. S. C. § 11001 *et. seq.*
  - t) Georgia Open Records Act, O.C.G.A. § 50-18-70 *et. seq.*
  - u) Georgia Blasting Standards Act, O.C.G.A. § 25-8-1 *et. seq.* and Blasting, Excavating Nearby Underground Gas Pipes and Utilities, § 25-9-1 *et. seq.*
  - v) Scaffolding and Staging Statute, O.C.G.A. § 34-1-1 *et. seq.*
  - w) Department of Labor Rules and Regulations, O.C.G.A. § 34-2-6 *et. seq.*
  - x) Hazardous Chemical Protection and Right to Know Act, O.C.G.A. § 45-22-2 *et. seq.*
  - y) Retainage on Public Works Contracts, O.C.G.A. § 13-10-80 *et. seq.*
  - z) Compliance with “federal work authorization programs” and federal Immigration Reform and control Act of 1986 by Georgia Public Employers, contractors and subcontractors, O.C.G.A. § 13-10-90 *et. seq.*
3. **Liquidated Damages.** Time being of the essence of this contract, and a material consideration thereof, it is mutually agreed by the parties hereto in case of the Contractor’s failure to complete the construction within the time specified, the Owner will be damaged thereby. The Contractor shall commence performance of its activities on the site under this Contract as specified by the date of the Proceed Order. The Contractor shall complete construction not later than the Material Completion Date shown in the Assignment Order, except as may be adjusted by change order. The Owner and Contractor hereby agree that the amount of such damages shall be the daily rate as calculated from the Assignment Order, beginning upon the contractually required Material Completion Date and ending on the date that the certificate of material completion is issued. The parties agree that the specified Liquidated Damages are not established as a penalty but are calculated and agreed upon in advance as a fair and equitable amount reasonably estimated to cover losses to be incurred by the Owner for such delay or interruption and shall be the sole remedy for delay in achieving completion by the Material Completion Date, as may be adjusted by change order. Liquidated Damages, if applicable, will be specified on the Assignment Order.
4. **Immigration Reform Compliance.** The Contractor hereby certifies its 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 certifies that Contractor has registered at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all newly hired 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. Contractor further certifies that it shall execute 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 warrants that it has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract. Contractor shall provide Owner with notice of the identity of any and all subsequent subcontractors hired or contracted by Contractor to perform in connection with this Contract. Such notice shall be provided within five business days of entering into a contract or agreement for hire with any subcontractor and shall include the information required by O.G.C.A. § 13-10-91.

## 5. Definitions

- a) *Applicable Law.* This contract shall be governed by the law of Georgia.
- b) *Article Not Plenary.* This article is not entire, plenary, or exhaustive of all terms used in the general conditions which require definition. There are definitions of other terms under articles to which the terms are related.
- c) *Certificate for Material Completion.* The notice from the Design Professional to the Owner certifying Contractor's achievement of Material Completion and providing for the Owner's authorization to take possession of the Project.
- d) *Change Order Form.* The change order form is the instrument by which adjustments in the contract sum are effected.
- e) *Contract.* The written document that is the evidence of the Contract between the Owner and the Contractor.
- f) *Contract Documents.* The contract documents are the original Task Order Contract, the Assignment Order, the Contractor Proposal, the General Conditions, and Project Specifications and Drawings.
- g) *Contractor.* The person or entity who executes the Contract and thereby assumes responsibility for the proper completion of the activities described in the Contract Documents.
- h) *Cross-reference and Citations of Articles and Paragraphs of the General Condition.* Cross-references and citations of articles and paragraphs of the general conditions are for the convenience of the Contractor, Design Professional and the Owner and are not intended to be plenary or exhaustive nor are they to be considered in interpreting the Contract Documents or any part of the Contract Documents.
- i) *Days.* All references to a number of days shall mean calendar days unless otherwise noted.
- j) *Design Professional.* The architect or engineer or architectural or engineering firm selected by the Owner (i) for the design and preparation of Contract Documents governing the construction of a Project, or (ii) for construction contract administration under the Contract Documents, or (iii) for both. The Design Professional is not an employee of the Owner but is engaged or retained by it for the purpose of performing design and/or construction administration services for the project. The term "Design Professional" includes architects, engineers, surveyors, designers, and other consultants retained by the Design Professional. In the absence of a Project Design Professional, specifically retained by the Owner to perform design services for this project, the term Design Professional appearing in these documents shall mean Owner or Owner's Representative.
- k) *Grounds for Issuance of Notice of Declaration of Default.* It shall be a sufficient ground for the issuance of a notice of declaration of default that the Contractor has been unfaithful or delinquent in the performance of the contract or any part of it in any respect. Without limitation of the foregoing and without subtracting from any right or defense of the Owner under other provisions of the Contract Documents, the Contractor acknowledges and agrees that it is ipso facto ground for issuance of a notice of declaration of default under the performance bond if the Contractor shall have neglected or failed for any reason to remedy a breach of a notice of non-complaint work within thirty (30) days after the Owner shall have given written notice of said breach to the Contractor and the surety on the performance bond

with written demand of the Owner for curing of the delinquency. The Design Professional does not have authority to declare the Contractor in default.

- l) *Install, Deliver, Furnish, Supply, Provide and Other Such Words.* Such words mean the work in question shall be put in place by the Contractor ready for use unless expressly provided to the contrary.
- m) *Meaning of Words and Phrases.* Unless the context or the Contract Documents taken as a whole indicate to the contrary, words used in the Contract Documents that have usual and common meanings shall be given their usual and common meanings and words having technical or trade meanings shall be given their customary meaning in the subject business, trade or profession.
- n) *Notice of Non-Complaint Work.* A notice of non-compliant work shall be issued by the Design Professional or Owner whenever the Contractor fails to meet the terms of the Contract or the work is not in compliance with the contract documents. A notice of non-complaint work shall be in writing, shall be dated, shall be signed by the Design Professional or Owner, and shall contain three elements as follows:

FIRST ELEMENT: Description of work:

- 1. which has been omitted; or
- 2. which is unexecuted as of the date of the notice of non-compliant work, the time for its incorporation into the work under the construction progress schedule having expired; or
- 3. which has not been executed in accordance with the methods and materials designated in the Contract Documents.

SECOND ELEMENT: Citation of the provision or provisions of the Contract Documents that has or have been violated.

THIRD ELEMENT: Fixing of a reasonable space of time within which the Contractor shall have made good the deficiency which said space of time shall not be deemed to be an extension of contract time for filing the Notice of Readiness for Final Inspection nor shall it be deemed to be authorization for amendment to the construction progress schedule.

A notice of non-compliant work may be issued for failure of the Contractor to supply enough workmen or enough materials or proper materials.

- o) *Notices.* Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- p) *Owner.* The State of Georgia, by and through a State Agency, identified as such in the Contract with whom the Contractor has entered into the contract and for whom the work is to be completed. Specifically, Georgia World Congress Center Authority.
- q) *Parties.* The Owner, the Contractor and the Design Professional are those mentioned as such in the contract. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.
- r) *Proceed Order.* The proceed order is a written notice from the Owner pursuant to which the Contractor shall commence physical work on the site. A proceed order is a condition precedent to the execution of any work on the site by the Contractor. A Purchase Order issued by GWCC may serve as a proceed order.
- s) *Shop Drawings.* Shop drawings are drawings, schedules, data, catalogue cuts, manufacturers' published recommendations, charts, bulletins, brochures, illustrations, circulars, roughing drawings or formulae distributed by Contractors, subcontractors, manufacturers, materialmen, or suppliers for use in installing work.
- t) *Specifications.* The term "Specifications" shall include all written matter in the bound project manual or on the drawings and any addenda or modifications thereto.
- u) *Subcontractor.* The term subcontractor as employed herein includes only those having direct contract

with the Contractor. It includes one who furnishes materials worked to a special design according to the plans and specifications of this work but do not include one who merely furnished materials not so worked.

- v) *Supplier.* A manufacturer, fabricator, distributor, supplier, or vendor of goods or equipment in connection with the Work, or any other party having a Contract or Purchase Order with the Contractor or with a Subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or a Subcontractor.
  - w) *Time Limits.* All time limits stated in the Contract Documents or shown on the construction progress schedule are of the essence of the contract.
  - x) *Work.* The term “work” of the Contractor or Subcontractor includes labor or materials or both.
  - y) *Work Order.* A work order is a written notice from the Owner issued separately to the Contractor for each Subcontractor. A work order is a condition precedent to the execution of any work on the site by a Subcontractor.
6. **Forms and Specimens.** - The forms and specimens attached as exhibits are incorporated by reference herein and shall be executed in substantial conformance for proper completion of the Contract.
7. **Pre-construction Meeting.** After execution of an Assignment Order a Pre-construction meeting may be held between the Owner, the Contractor and the Design Professional to review the project and set up the approximate work sequence schedule. Within ten (10) days after this meeting, Contractor shall submit to the Design Professional for approval five (5) typed copies of the work sequence schedule, showing proposed dates of beginning, completion milestones, and completing work through issuance of the Design Professional’s Certificate of Material Completion. The Contractor shall submit the project safety plan to the Design Professional for review a minimum of five (5) days prior to the Pre-construction conference. Notwithstanding this review, Contractor retains full, complete and total responsibility for all job-related safety.
8. **Copies of Notices to Owner.** Wherever the general conditions provide that a copy of any notice, request, or demand filed with the Design Professional by the Contractor shall be furnished to the Owner, such notice, request or demand shall not become effective until the Owner’s copy shall have been received by the Owner. No notice in writing or orally to the Design Professional or to the Owner’s Representative is notice to the Owner unless copy of the aforesaid notice in writing shall have been properly served upon the Owner at the address shown in the Contract.
9. **Contractor’s Warranty as to Performance.** The Contractor warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents. The Contractor, having the obligation to keep a competent supervisor on the work during its progress, to employ only skilled mechanics, and to enforce strict discipline and good order among his employees, the Contractor, himself, is responsible for seeing that the work is installed in accordance with the Contract Documents. The Contractor warrants to the Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective.
10. **Mutual Responsibility of Contractors.** Should the Contractor cause damage to any separate Contractor on the work the Contractor agrees, upon due notice, to resolve 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 Contractor’s own expense, and if any judgment against the Owner shall arise therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.
11. **Shop Drawings.** The Contractor shall review, approve and submit to the Design Professional all Shop Drawings, Product Data and Samples required by the Contract Documents for approval. The Work shall be in accordance with approved submittals.
12. **Safety Program.** Five (5) days prior to the preconstruction meeting, the Contractor shall prepare and submit

to the Owner a specific safety program for the Work. The Contractor shall establish and require all subcontractors to establish reasonable safety programs. No imposition of responsibility on the Contractor for safety under this Contract shall relieve any Subcontractor of its responsibility for safety of persons or property on or near the Project Site. The Contractor shall include in his plan the name(s) of the person(s) in charge of Safety.

**13. Samples.** The Contractor shall furnish for approval all samples as directed. The work shall be in accordance with approved samples.

**14. Materials, Appliances, and Employees**

- a. *Payment for.* Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. *Quality of Materials and Workmanship.* Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of the quality required by the specifications. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials and work. The burden of proof is on the Contractor.
- b. *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.

**15. Design Professional**

- a. *Supervision.* The Design Professional 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 Design Professional 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.

**16. Design Professional's Decisions**

- a. *Promptness.* The Design Professional 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 Design Professional's decisions in matters relating to artistic effect shall be final if within the terms of the Contract Documents.

**17. Testing Services.** Laboratories for testing services shall be selected by, engaged by, and responsible to the Design Professional. This article does not apply to verification of design mix on concrete.

**18. Inspection of Existing Facilities prior to Commencing Work**

- a. The Contractor shall give a notice in writing to the Design Professional, prior to commencing work for the purpose of arranging for a joint inspection by (a) the Design Professional, (b) the Contractor and (c) the authorized representative of the Owner, during the course of which inspection the three parties to the joint inspection shall prepare a schedule identifying and showing the location of any damage to the existing work which is ascertainable by inspection. The schedule shall be prepared in four counterpart originals each of which shall be dated and signed on behalf of each part to the joint inspection. An executed and dated counterpart original shall be filed with: (a) the Design Professional, (b) the Contractor and (c) the authorized representative of the Owner.
- b. It is agreed that the preparation of the schedule is for the benefit of the Contractor and is intended to enable him to have the protection afforded by a record of such existing damage as is visually

ascertainable. The Contractor shall have no responsibility to repair any damage that shall appear on the above-mentioned schedule nor shall he be responsible for repairing any existing damage which was not ascertainable by visual inspection or which was not the result of negligence on his part. Subsequently to the signing of the above-mentioned schedule the Contractor shall be responsible for repairing any damage except as noted.

## 19. 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 in accordance with the indemnity obligations set forth in Article 4.3 of the Contract 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 and/or the Department of Labor (O.C.G.A. section 34-2-6), and, where not inconsistent with the foregoing, the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., for safety and prevention of accidents, and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under the contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods and for any damage that may result from their improper construction, maintenance, or operations. He shall erect and properly maintain at all times as required by the conditions and progress of the work proper safeguards for the protection of workmen and the public and shall post danger warnings against any hazards created by the construction operations. He shall designate a responsible member of his organization on the work whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed with the Design Professional in writing with copy to the Owner, this person shall be the supervisor 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 Design Professional or Owner, shall act, at his discretion, to prevent such threatened loss or injury. Any remuneration claimed by the Contractor on account of emergency work shall be determined in accordance with allowances permitted on force account under Case 3 of Article 49 of the general conditions.
- d. *Fire Prevention.*

Contractor shall take adequate and reasonable precautions to protect work against damage by fire and smoke. For example, without limitation, Contractor shall:

1. Provide fire extinguishers in readily accessible locations.
  2. Periodically inspect fire extinguishers, remove discharged extinguishers immediately and replace with new or recharged extinguishers.
  3. Keep one fire extinguisher within five (5) feet of any welding or open flame operations.
  4. Remove oil-soaked and paint-soaked materials, including paper and rags, from building(s) daily, and more frequently as necessary, to eliminate danger of fire.
  5. Not permit workmen to smoke inside building(s) or during operations involving combustible adhesives, solvents, mastics, or other fire hazard materials.
- 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. *Dust Control.* Dust-proof enclosures or partitions for protection wherever dusty or dirty work is performed and dampening of debris to avoid dusting when removed shall be provided and included as a

cost of the work.

20. **Notices.** Any notice, demand, consent, approval, change order, or other material communication required or permitted to be given under this Contract shall be in writing and signed by an officer or duly authorized representative of the Contractor. Prior to any shut-down of any system (electrical, mechanical, etc.), Contractor shall supply not less than five (5) working days notice to the Design Professional with a copy to the Owner. No shutdown of any system shall occur until the Contractor has received permission from the Owner in writing.
21. **Working Hours.** The Contractor shall perform all work, make all deliveries and have access to work areas between 7:30 A.M. and 5:00 P.M. Monday through Friday and, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the Owner, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense. Contractor's promise to perform the work under the contract within the maximum time stated is not dependent on the availability of the working area for hours other than identified hereinabove.
22. **Building Occupancy**
  - a. Contractor recognizes and agrees that portions of the building(s) or properties are occupied by State or public employees performing essential tasks necessary to the efficient operation of State government or the facility. Consequently, Contractor agrees that he shall perform his work in such a manner as to provide the least possible disruption to the occupants of the building. Accordingly, the Contractor agrees to the following stipulations, but without limitation:
    1. The Contractor and its personnel shall not use the passenger elevators for transportation of equipment, supplies, goods and material unless otherwise agreed to in writing by the Owner.
    2. The Contractor's employees' may (if approved in writing by the Owner) use toilets designated by the Owner in the building(s). Temporary toilets will not be allowed on the site. The Contractor shall be responsible for maintaining the toilet or toilets in a clean, sanitary condition. If, in the opinion of the Owner, the Contractor fails to keep the designated toilet or toilets in a clean and sanitary condition, the Owner shall direct the Contractor to maintain a full-time person in the toilet or toilets at no additional cost to the Owner to ensure that the toilet or toilets are maintained in a clean and sanitary condition.
    3. The Owner will not provide parking space for the Contractor or Contractor's employees, unless otherwise agreed to in writing by the Owner, except for vehicles which are loading or unloading goods, equipment, supplies and materials in the loading area. Contractor shall not block any loading dock area or permit its employees to park in this area.
    4. No project or advertising signs of any description will be allowed without Owner's prior written approval. Contractor shall provide directional and warning signs at protective barricades to assure safe passage of pedestrians in and near areas of work.
    5. The Contractor shall generally be prohibited from entering areas of the building(s) except where work is in progress. Work and access shall cause as little disruption to building occupants as possible. The Contractor shall give a minimum of five (5) working days advance notice and shall receive permission from the Owner for building access other than during normal business hours.
    6. Contractor shall be responsible for the proper attire and actions of all workmen at all times. Any improper attire or action by any person is cause for immediate dismissal of the offending person from the site and project.
23. Contractor shall remove an employee (or any person working on behalf of the Contractor) upon notice that such person does not meet the requirements of the Contract or upon notice the Owner does not want such person (with or without cause) working on the Owner's premises. **Indoor Air Quality.** The building(s) will be in use and occupied during construction. Contractor shall schedule work and provide temporary ventilation and/or isolation to insure that fumes from welding, other construction tasks, and out-gassing from construction materials do not migrate to occupied areas.
24. **Hazardous Material.** A Hazardous Material is any substance or material identified as of the date of the Agreement as hazardous under any governmental law, rule, or regulation, or otherwise subject to

governmental requirements concerning handling, disposal, and/or cleanup. Except for hazardous materials specifically identified to be remediated by the Contract Documents or Change Order, the Contractor shall not be required to perform any work related to hazardous materials encountered at the Site. The Contractor is fully responsible for any Hazardous Materials brought on the Site by any party, other than the Owner, who has a contractual relationship with the Contractor to perform Work under the Contract Documents. If the Contractor knows of the presence of hazardous materials in any form existing on or delivered to the Site, the Contractor shall immediately notify the Design Professional and the Owner as to the quantity and nature of the hazardous material.

25. **Utilities.** Except for the cost of connection, the Owner shall furnish without cost to the Contractor all water and electricity as presently available at the site required to do the work. The Contractor shall make connection to utilities at locations agreeable to the Owner. The Contractor shall pay all costs for connections and extending these to the area where it proposes to use them.
26. **Royalties and Patents.** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the Owner harmless from loss on account thereof except where such claim for infringement is the result of requirements in Contract Documents.

27. **Surveys, Permits and Regulations**

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

b. *Codes*

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

The latest edition of the above listed codes with all amendments as of the date of the project specific assignment order shall govern the installation of all work and is adopted and incorporated into the Contract Documents and made a part thereof by reference, Provided, however: That the drawings and specifications shall be adhered to in all cases where they call for quality of materials, quality of workmanship, or quality of construction which is equal to or in excess of the quality required by the above stated codes and Provided also: That there may be no variances from the drawings and specifications except to the extent that the said variances shall be necessary in order to comply with the above stated codes to the extent of a Contractor and not as a Design Professional. It shall be the responsibility of the Contractor to familiarize himself with the requirements of the above stated codes. If there are any express requirements in the drawings or

specifications which are at variance to the above stated codes, all changes in the work necessary to eliminate the said requirements and make the work conform to the above stated codes shall be adjusted as provided in the contract for changes in the work.

28. **Assignment.** The Contractor shall not assign the contract or sublet it as a whole nor shall the Contractor assign any moneys due or to become due to him hereunder. Contractors may subcontract portions of the Work, normally performed by subcontractors.
29. **Separate Contracts.** The Owner reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Contract. The Contractor shall afford other contractors reasonable

opportunity for the introduction and storage of their materials and the execution of their work and shall properly regulate, schedule, connect, and coordinate his work with theirs.

- 30. Use of Premises.** The Contractor shall confine his plant, his apparatus, the staging and storage of materials, the operations of his forces, and the work to limits indicated by law, ordinances, permits, or the Contract Documents and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of the work to be loaded with weight that will endanger its safety. The Contractor shall enforce the Design Professional's instructions regarding signs, advertisements, fires and smoking.

**31. Bonds.**

- a. *Performance Bond and Payment Bond.* The Contractor shall furnish both a performance bond and a payment bond for any project that exceeds \$100,000. The Owner reserves the right to require bonds on any project regardless of the contract amount. Contractor will require Payment and Performance bonds from all Subcontractors with contracts great than \$100,000. The cost of Subcontractor Payment and Performance bonds shall be considered reimbursable through the Cost of Work.
- b. *Required Qualifications for Surety.* The Contract provides that the surety and insurance companies must be acceptable to the Owner. Only those sureties listed in the Department of Treasury's Listing of Approved Sureties (Department Circular 570) are acceptable to the Owner. All bonds at the time of issuance must be issued by a company authorized by the Insurance Commissioner to transact the business of surety in the State of Georgia and shall have a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger.
- c. *Penal Amount of Bonds, State Law.* The Contractor acknowledges and agrees that, pursuant to O.C.G.A.

§§13-10-2, 13-10-20, 13-10-40 and 13-10-60, the performance bond and the payment bond must be in a penal amount equal to at least 100% of the Contract Sum. Accordingly, the Contractor warrants and agrees that, for any Change Order increasing the Contract Sum by five percent or more or when the total cost of the work has increased by five percent or more, it shall obtain a written amendment to the payment bond and the performance bond increasing the penal amounts of both bonds to 100% of the Contract Sum, effective as of the date of the Change Order. The premium increase, if any, may be properly included in the cost of the Change Order. The Design Professional shall approve no payment for the work provided by the Change Order until the Contractor has provided the written amendment to the Owner.

**32. Indemnification, Insurance and Hazards**

- a. *Responsibility.* The Contractor shall be responsible to the Owner from the time of the signing the agreement or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the Contractor, or any of its Subcontractors, its agents, employees or others working at the direction of the Contractor or on its behalf, regardless of who may be the owner of the property. (See also Article 12)

- b. *Indemnification Agreement.* Contractor hereby agrees to indemnify and hold harmless the Owner, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers,

Members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss *due to* bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this contract or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this contract by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Contractor. This indemnification obligation survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds")

established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS") the Contractor agrees to reimburse the Funds for such monies paid out by the Funds.

1. This indemnification applies where the Indemnitees are partially responsible for the situation giving rise to the claim, provided however, that this indemnification does not apply to the extent of the sole negligence of the Indemnitees.
2. This indemnification does not extend beyond the scope of this contract and the work undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred directly by the Indemnitees due to breach or default by the Indemnitees under the terms and conditions of this contract.
3. DOAS, Risk Management will endeavor to notify affected insurers of claims made against the State which fall within this indemnity. In the event of litigation, the Attorney General will endeavor to keep the Contractor and its general liability insurer as named on the insurance certificate informed regarding the claims and settlement. [See Article 33.c.2.c below]

c. Insurance Requirements

1. *Insurance Certificates.* The Contractor shall, prior to the commencement of work, procure the insurance coverages identified below to cost of which shall be reimbursable Cost of Work and shall furnish the Owner an insurance certificate listing the Owner as the certificate holder. The insurance certificate must provide the following:
  - a) Name and address of authorized agent
  - b) Name and address of insured
  - c) Name of insurance company (ies)
  - d) Description of policies
  - e) Policy Number(s)
  - f) Policy Period(s)
  - g) Limits of liability
  - h) Name and address of Owner as certificate holder
  - i) Project Name and Number
  - j) Signature of authorized agent
  - k) Telephone number of authorized agent
  - l) Mandatory thirty day notice of cancellation / non-renewal (See Article 33.c.2.a below)
  - m) Evidence of Insurance Coverages shall be provided on a form acceptable to the Owner
- n) *Policy Provisions.* Each of the insurance coverages required below (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions: The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire until thirty (30) days after the Owner has received written notice thereof as evidenced by return receipt of registered letter or until such time as other insurance coverage providing protection equal to protection called for in this contract shall have been received, accepted and acknowledged by the Owner. Such notice shall be valid only as to the project as shall have been designated by Project Number and Name in said notice.
- o) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds").
- p) Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend the Indemnities remains in full force and effect and is not waived by issuance of any policy of insurance. In the event of litigation, any settlement on behalf of the indemnities must be expressly approved by the Attorney General. The Contractor and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Indemnitees, in which case there will be mutual cooperation between the Attorney general and such counsel.

- q) The maximum deductible, except for worker's compensation qualified self-insurers or group self-insurers, in any policy shall not exceed \$250,000.00.
2. *Insurance Coverages.* The Contractor also agrees to purchase and have the authorized agent state on the insurance certificate that the following types of insurance coverages, not inconsistent with the policies and requirements of O.C.G.A. § 50-21-37, have been purchased by the Contractor. The minimum required coverages and liability limits are as follows:

- a) *Workers' Compensation Insurance.* The Contractor agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Worker's Compensation stating the Contractor qualifies to pay its own worker's compensation claims. The Contractor shall require all Subcontractors performing work under this contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language prior to the commencement of work:

*"This is to certify that all subcontractors performing work on this project are covered by their own workers' compensation insurance or are covered by the Contractor's worker's compensation insurance."*

- b) *Employers' Liability Insurance.* The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least:
- i. Bodily Injury by Accident – \$1,000,000 each accident; and
  - ii. Bodily Injury by Disease – \$1,000,000 each employee.

The Contractor shall require all Subcontractors performing work under this contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Contractor in the following language prior to the commencement of work:

*"This is to certify that all Subcontractors performing work on this project are covered by their own Employers Liability Insurance Coverage or are covered by the Contractor's Employers Liability Insurance Coverage."*

- c) *Commercial General Liability Insurance.* The Contractor shall provide Commercial General Liability Insurance (2004 ISO Occurrence Form or equivalent) which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<b>Coverage</b>	<b>Limit</b>
1. Premises and Operations	\$1,000,000.00 per Occurrence
2. Products and Completed Operations	\$1,000,000.00 per Occurrence
3. Personal Injury	\$1,000,000.00 per Occurrence
4. Contractual	\$1,000,000.00 per Occurrence
5. General Aggregate	\$2,000,000.00 per Project

Additional Requirements for Commercial General Liability Insurance:

- i. The policy shall include an additional insured endorsement naming the officers, members, and employees of the Owner and the State of Georgia as additional Insureds.
- ii. The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Contractor and is not expanded to cover claims and losses that are not insurable under the Contractor's policy.

- iii. The policy or policies must be on an “occurrence” basis.
  - iv. The policy must include separate aggregate limits per project.
- d) *Commercial Business Automobile Liability Insurance.* The Contractor shall provide Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

Additional Requirements for Commercial Business Automobile Liability Insurance:

- i. The policy shall name as additional Insureds the officers, members, and employees of the Owner and the State of Georgia.
  - ii. The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Contractor and is not expanded to cover claims and losses that are not insurable under the Contractor’s policy.
- e) *Commercial Umbrella Liability Insurance.* The Contractor shall provide a Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and Employers’ Liability to satisfy the minimum limits set forth herein. The minimum amount of Umbrella limits required above the coverages and minimum limits stated in Article 33.c.3 (a), (b), (c) and (d) shall be: Minimum Combined Primary Liability and Excess Umbrella Limits of:

\$3,000,000 per Occurrence  
\$4,000,000 Aggregate

Additional Requirements for Commercial Umbrella Liability Insurance:

- i. The policy shall name as additional Insureds the officers, members, and employees of the Owner and the State of Georgia.
  - ii. The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Contractor and is not expanded to cover claims and losses that are not insurable under the Contractor’s policy.
- iii. The policy must be on an “occurrence” basis.
- f) *Builders Risk Insurance.* Contractor shall provide a Builder’s Risk Policy to be made payable to the Owner and Contractor, as their interests may appear. The policy amount should be equal to 100% of the contract sum, written on an all risk basis or its equivalent. All deductibles shall be the sole responsibility of the Owner. The policy shall be indorsed as follows:

*“The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:”*

- i. Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
- ii. Partial or complete occupancy by Owner; and
- iii. Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of the Owner, or by contractors of the lessee of the Owner.

In the event that the contract is for renovation, addition or modification of an existing structure and Builders Risk Insurance is not available, the Owner will accept an Installation Floater Insurance Policy with the above endorsements [Article 33.c.3. f] in lieu of the Builders' Risk Insurance Policy. Such floater must insure loss to materials and equipment prior to acceptance by Owner and must be on an ALL RISK BASIS with the policy written on a specific job site.

g) *Loss of Use, Business Interruption, and Delay in Completion Insurance* – The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

h) *Disposition of Insurance Documents.* Prior to commencing work, one certificate of insurance with all endorsements attached must be deposited with Owner for each insurance policy required.

4. *Termination of Obligation to Insure.* Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the Design Professional shall have executed the Certificate of Material Completion.

5. *Failure of Insurers.* The Contractor is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

**33. Identification, Correlation, and Intent of Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The Contract Documents consist of the Contract between the Owner and Contractor with these General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, and all Modifications issued by the Owner after execution of the Contract such as Change Orders, and written interpretations. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. Work not covered in the Contract Documents will not be required unless it is necessary to produce the intended results.

**34. Complete, Definite, and Clear Instructions and Schedules of Drawings.**

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

b. *Schedules.* The Contractor and the Design Professional shall jointly prepare a schedule, subject to change from time to time in accordance with the progress of the work, fixing the dates at which the various detail drawings will be required, and the Contractor shall furnish them in accordance with that schedule.

**35. Contract Documents at the Site.** The Contractor shall keep at the site one copy of the Contract Documents in good order with all addenda and change orders noted thereon and available to the Design Professional and to his representative(s).

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

**37. Specification Arrangement.** The specifications are separated into numbered and titled divisions for

convenience of reference. Neither the Owner nor the Design Professional assumes any responsibility for defining the limits of any subcontracts on account of the arrangement of the specifications. Notwithstanding the appearance of such language in the various divisions of the specifications as, "The Plumbing Contractor", "The Electrical Contractor", "The Roofing Contractor", etc., the Contractor is responsible to the Owner for the entire contract and the execution of all of the work referred to in the Contract Documents.

- 38. Conflicts.** The following principles shall govern the settlement of disputes which may arise over conflicts in the Contract Documents: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large-scale drawings and small-scale drawings, the larger scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; and (d) as between the contract and the specifications, the requirements of the contract shall govern. Conflicts noted shall be reported to the Design Professional.
- 39. Effect of Addenda, Amendments, Bulletins, Deletions, Omissions, and Change Orders.** No special implication, interpretation, construction, connotation, denotation, import, or meaning shall be assigned to any provision of the Contract Documents because of changes created by the issuance of any (1) addendum, (2) amendment, (3) bulletin, (4) notice of deletion, (5) notice of omission, or (6) change order other than the precise meaning that the contract documents would have had if the provision thus created had read originally as it reads subsequently to the (1) addendum, (2) amendment, (3) bulletin, (4) notice of deletion, (5) notice of omission, or (6) change order by which it was created.
- 40. 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., designated in the contract.
- 41. Superintendence and Supervision by Contractor**
- a. *Supervisor of Contractor.* The Contractor shall keep on his work during its progress and until the Certificate of Material Completion has been executed by the Design Professional a competent supervisor and any necessary assistants, all satisfactory to the Design Professional. The supervisor shall not be changed except with the consent of the Design Professional unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ. The supervisor shall represent the Contractor in his absence, and all directions given to the supervisor shall be as binding as if given to the Contractor.
- b. *Replacement of Supervisor.* If the Contractor terminates the Project Supervisor or, if the Contractor, for any reason, engages a Project Supervisor different from the one originally assigned to the Project, the Contractor must ensure that the replacement Project Supervisor has similar qualifications and experience as the originally identified Project Supervisor. Furthermore, the Contractor must obtain the Owner's prior written approval before engaging a permanent replacement Project Supervisor.
- c. *Supervision by Contractor.* The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 42. Commencement, Prosecution and Completion.** The Contractor will be required (a) to commence work under this contract within ten days after date of written notice from the Owner to proceed, (b) to prosecute the work with faithfulness and energy (c) to install the various parts of the work with equal steps shown on the construction progress schedule and at the same rate shown on the construction progress schedule to be furnished pursuant to Article 48 and (d) to complete the work within the time stipulated in the assignment order or as adjusted by any extensions of time provided. Commencement of work shall mean actual physical work on the site. In the event the Contractor shall be delinquent in respect to compliance with the time limits established in the construction progress schedule, he shall, within seven days after receipt of written demand of the Owner, commence working not less than a twelve hour day and no less than six days a week until such time as he shall have brought the amount of work in place into compliance with the construction progress schedule. Fulfillment of this requirement as to overtime work (hereinafter referred to as "recovery of lost time required of the Contractor for his breach of covenant as to time") shall not relieve the Contractor from liability for breach of the covenant as to time. For account of recovery of lost time required of the Contractor for his breach of covenant as to time the Contractor shall be entitled to no claim against the Owner for any payment, injury or damages.

43. **Measurements and Dimensions.** Before ordering material or doing work which is dependent upon coordination with building conditions, the Contractor shall verify all dimensions, elevations, grades, and pitch by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given to any claim based on differences between the actual dimensions and those indicated on the drawings. Any discrepancies between the drawings and/or the specifications and the existing conditions shall be referred to the Design Professional for additional instructions before any work affected thereby is given.
44. **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.
45. **Space Conditions.** All pipes passing through floors, walls, and ceilings shall be installed with sufficient space between them to permit installation of pipe insulation and floor, wall, and ceiling plates without cutting of insulation or plates. The Contractor shall locate all equipment that must be serviced, operated, or maintained in fully accessible positions.
46. **Cleaning Up.** The Contractor shall at all-time keep the premises free from accumulations of waste material or rubbish caused by his employees or work. At the end of each working day, Contractor shall leave the premises in a broom clean condition and remove all trash and debris. The Contractor shall provide such mats, drop cloths, etc., as shall be necessary to protect the surrounding areas from soil or damage. Any damage to existing work shall be repaired or replaced in accordance with Article 20 of the General Conditions. At the completion of the work he shall remove all his rubbish from and about the building(s) 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 Design Professional shall determine to be just.
47. **Progress Reports.** Within such reasonable space of time as the Owner shall designate in writing, the Contractor shall submit to the Owner such schedule of quantities and costs, construction progress schedules, payrolls, bills, vouchers, correct copies of all subcontracts, statements, reports, correct copies of all agreements, correspondence, and written transactions with the surety on the performance bond which have any relevance to the work, estimates, records, and other data as the Owner may request concerning work performed or to be performed under this contract. When requested by the Owner, the Contractor shall give the Owner access to accounts relating to the foregoing. The above reports shall include but are not limited to (a) written notice of dates by which specified work will have been completed, (b) written notice of dates by which non-compliant work shall have been made good, (c) written notice that non-compliant work has been made good, (d) written notice as to the date or dates by which work which has not been performed with equal steps and at the same rate required by the construction progress schedule shall have been brought into conformity with the construction progress schedule, (e) date by which any undisputed claim of a Subcontractor, Supplier, or laborer shall have been paid, (f) written advice regarding the nature and amount of any disputed claim of a Subcontractor, Supplier, or laborer, and (g) information regarding work performed upon demand of the Owner pursuant to a Change Order. Prior to submitting the first periodical estimate, the Contractor shall have furnished to the Owner and the Design Professional a construction progress schedule (based on work in place only) in accordance with the style and format of a specimen to be furnished by the Owner.
48. **Changes in the Work**
- a. *Owner's Right to Make Changes.* The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. Such work is hereinafter designated "change" or "changes." All such changes shall be performed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of signing of the change order form. All such changes in the Work shall be authorized only by written Change Order signed by the Owner.
- b. The change order form shall be accompanied by a breakdown in the form prescribed in a specimen which the Owner will supply upon request. The Design Professional shall certify to the amount of the adjustment. The change order form shall be signed by the Contractor and the Owner. The breakdown is only for the purpose of enabling the Design Professional and the Owner to make a judgment on the dollar amount of the adjustment in the contract sum. In the event any condition, term, qualification, limitation, exception, exemption, modification, or proviso shall appear in a breakdown it shall be invalid unless expressly recited in the change order form.

- c. *Cost to Owner for Change.* The cost or credit to the Owner from a change in the Work shall be determined in one or more of the following ways:
- Case 1. By estimate and acceptance of a lump sum.
  - Case 2. By Unit Prices named in the Contract or subsequently agreed upon. Unit Prices are NET and include all compensation due the Contractor.
  - Case 3. By force account, which is defined as expenditures allowed under this Article plus a percentage of percentages as stated hereinafter. [see paragraph (e) below]
- d. *Changes Forbidden without Consent of Owner.* Neither the Design Professional nor the Contractor shall make any change whatsoever in the work without authorization or order of the Owner in writing except in emergency. The Contract Sum and the Contract Time may be changed only by written Change Order.
- e. *Existing Conditions.* By executing an Assignment Order, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed. The Owner does not undertake to represent or warrant site or local conditions.
- f. *Cost to Owner, Allowances for Contractor and Allowable Expenditures.* In cases (1) and (3) above, the “allowance for overhead and profit” combined, included in the total cost to the Owner, shall be based upon the following schedule:
- 1. For the Contractor an allowance for work which he performs with his own forces, not to exceed 20% of his “net additional allowable expenditures”, if any, for changes.
  - 2. For a Subcontractor an allowance for work which he performs with his own forces, or not performed with his own forces, shall not exceed 20% of his “net additional allowable expenditures”, if any, for changes.
  - 3. For the Contractor an allowance for work performed by his Subcontractors, not to exceed 7 1/2% of the amount, if any, due the Subcontractor for changes.

The above percentages shall be applied to the “net allowable expenditures” if any, as limited and defined herein. If the net difference between “allowable expenditures” and savings results in a decrease in expenditures, the amount of credit allowed the Owner shall be the net decrease without and credit for profit and overhead. “Net additional allowable expenditures” as used herein shall mean the difference between all “allowable expenditures” and savings. The term “allowable expenditures” is limited to and defined as items of labor or materials, the use of heavy construction equipment and all such items of cost as insurance premiums, bond premiums, social security and old age and unemployment insurance, and (in cases where there is an extension of time) pro rata expenditures for time of foreman employed in the direct superintendence of productive labor in execution of changes. All expenditures not included in the term “allowable expenditures” as limited and defined in this article shall be considered as overhead, including but not limited to insurance other than that which is mentioned in this article, 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 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. The Contractor shall provide to the Owner, upon request, any and all necessary information the Owner may require in order to verify any and all costs associated with “Changes in the Work.”

- g. *Breakdown of Expenditures, Cases (1) and (3).* 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 to the best of my knowledge, information, and belief, that the costs shown hereinabove do not exceed current costs for like services or materials in the locality of the Project and, in the case of a Force Account, the costs represented do not exceed the actual costs to the Contractor; 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 submit to the Design Professional a complete, accurate, and final breakdown and account together with vouchers, showing all expenditures and percentages allowable under Case (3). For all unit price changes the Contractor shall promptly and in no event later than thirty (30) days after receipt of written demand therefore submit to the Design Professional an accurate account of the quantity of work performed under Case (2). In any case, the Design Professional shall certify to the amount [including under Case (1) and Case (3) the allowance prescribed in the contract for overhead and profit] due the Contractor. The Contractor shall obtain and furnish as backup to the Contractor's breakdown a separate breakdown for each Subcontractor's charges prepared by each Subcontractor on the letterhead of the Subcontractor and properly signed by the Subcontractor.

#### **49. Claims**

- a. *Extra Cost.* If the Contractor maintains that any instructions by drawings or otherwise involve extra cost to the Owner under this Contract, he shall give the Owner and the Design Professional written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute any change except in emergency endangering life or property. The allowances to the Contractor shall then be as provided under Article 49. No claim for extra cost shall be valid unless so made.
- b. *Damages.* If either party to this Contract should suffer damage in any manner because of any wrongful act of neglect of the other party or of anyone employed by the other party, then he shall be reimbursed by the other party for such damage. No claim of the Contractor for damages shall be valid unless written notice thereof shall have been received by the Owner by registered mail within fifteen (15) days after occurrence of the event on which the claim is based. The "statement of claim" shall contain a concise and clear recital of the ground or grounds on the basis of which the claim is asserted, including a designation of the provision or provisions of the Contract Documents on which the claim is based. The statement of claim shall indicate the dollar amount of the claim.
- c. *Protests.* All reference to arbitration is deleted from the Contract Documents. Decisions of the Design Professional shall be rendered in all cases where provided for under the General Conditions of the Contract, but no decision of the Design Professional shall deprive the Owner or the Contractor of any form of redress which may be available under the laws of the State of Georgia to contracting parties. Any decision of the Design Professional shall be final and binding on the Contractor unless the Contractor shall have given written notice of protest to the Owner by registered mail within ten days of the receipt of the decision. Protest policies and procedures established by the Owner shall be used to address any protested event.

#### **50. Delays and Extensions of Time**

- a. *Grounds.* If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, then the contract time shall be extended by Change Order for such reasonable time as the Design Professional may determine. The Contractor expressly agrees that the Contractor's sole remedy for such delay shall be an extension of contract time and that the Contractor shall make no demand for damages or extended overhead.
- b. *Filing of Claim.* No such extension shall be made for delay occurring more than ten (10) business days before claim thereof is made in writing to the Design Professional 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 business days from the cessation of the delay, shall have given notice in writing to the Design Professional, with copy to the Owner, as to the amount of additional time claimed.
- c. *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 Design Professional to furnish drawings or approval of shop drawings until two weeks after demand thereof and not then unless such claim be reasonable.

- d. *No Damages for Delay.* In the event of any Owner-caused 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, 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.

## **51. Inspection of Work**

- a. *Access to Work.* The Design Professional and his representatives shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.
- b. *Notice to Design Professional from Contractor Prior to Covering Work.* If the specifications, the Design Professional'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 Design Professional timely notice in writing of its readiness for inspection, and if the inspection is by any authority other than the Design Professional, of the date fixed for such inspection. Inspections by the Design Professional shall be made promptly and where practicable at the source of supply. If any work should be covered without approval or consent of the Design Professional, it must, if required by the Design Professional, be uncovered for examination at the Contractor's expense.
- c. *Re-examination or Re-testing of Work Covered pursuant to Consent of Design Professional.* Re-examination or re-testing of questioned work covered pursuant to consent of the Design Professional may be ordered by the Design Professional, 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 and for re-testing under the terms of this Article applies only to work which has been covered with consent of the Design Professional. Work covered without consent of the Design Professional must be uncovered for examination.
- 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, the Using Agency, Contract Compliance Specialist (if applicable), engineers employed by the Design Professional, representatives of the Design Professional, or the Design Professional 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 Contract Compliance Specialist owes no duty to the Contractor.
- e. *False Start.* In the event notice of readiness pursuant to Article 52(b), above, shall have been issued prematurely by the Contractor, his action shall be deemed to be a "false start", and the Contractor shall be liable for the damage resulting from the aforesaid false start, including but not limited to the salary, professional fees, and travel and living expenses of the person or parties inconvenienced by the aforesaid false start.

## **52. Correction of Work**

- a. The Contractor shall promptly correct any Work rejected by the Design Professional as defective or as

failing to conform to the Contract Documents whether observed before or after Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Completion of the Contract or within such longer period of time as may be prescribed by law or the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor.

- b. *Remedy of the Owner for Breach of Notice of Non-Compliant Work.* If the Contractor does not make good a deficiency within a reasonable space of time fixed in a notice of non-compliant work, the Owner may:
  - 1. Remove the non-compliant 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, performs 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 Design Professional shall approve the amount charged to the Contractor.
- c. 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 notices of non-compliant work are of the essence of the contract.

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

**54. Fire Marshal Inspections.**

- a. *General.* The State Fire Marshal may make inspections at any time. It shall be the responsibility of the Contractor to request inspections at 80% completion and for 100% inspection and Certificate of Occupancy. Requests shall be in writing with a copy to the Owner and Engineer. (Confirm lead time for inspection.)
- b. *Jurisdiction.* The facilities are under the jurisdiction of State Official Code of Georgia annotated 25-2-13 (O.C.G.A.)
- c. *Inspections Defined:* The basic definitions for 80% and 100% inspections are as follows:
  - 1. 80% Field Review—The structural components are in place and open for review of the fire safety components. NOTE: Structural components include the following: fire walls, vertical shafts, stairways, smoke stops, hazardous area separation, roof and ceiling assemblies, corridor and door width, and HVAC system.
  - 2. 100% Completion—The building(s) is/are ready to occupy and qualifies for a Certificate of Occupancy.
- d. *Certificate of Occupancy.* The Contractor's obligation under the Contract is to install the Work in accordance with the Contract Documents, obtain the Certificate of Occupancy from the State Fire Marshal or his deputy, and forward it to the Design Professional as a part of the final close out procedures. The Design Professional's obligation is to design the Work to comply with the applicable codes and to qualify for a Certificate of Occupancy.

## **55. Subcontractors, Materialmen, Suppliers and Employees**

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

## **56. Relationship of Contractor and Subcontractors**

- a. *Obligations of Each.* The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the contract documents insofar as they are applicable to his work.
- b. *Owner Not Obligated to Any Subcontractor.* There is no obligation on the part of the Owner to pay to or to see to the payment of any sums to any (1) Subcontractor, (2) Supplier, (3) laborer, (4) employee, or (5) claimant as defined in the payment bond.
- b. *Incorporation of Terms in Subcontracts.* The Contractor agrees that failure on his part to incorporate in all subcontracts an express provision in accordance with Article 57(a) above shall be deemed to be and is a breach of an essential covenant.

## **57. Application for Payments**

- a. *Periodical Estimates and Receipts.* The Contractor shall submit to the Design Professional in accordance with a form to be supplied by the Owner an application [sometimes herein designated "periodical estimate"] for each payment, and, if requested by the Owner or Design Professional for Not to Exceed Agreements, receipts or other vouchers, showing his payments for materials and labor, including payments to Subcontractors as requested.
- b. *Initial Breakdown and Periodical Payments.* If payments are made on valuation of work done, such application shall be submitted at least ten days before each payment falls due, and the Contractor shall, before the first application, submit to the Design Professional a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the contract, on a form to be furnished by the Owner with a complete breakdown of the contract price so arranged and so itemized as to meet the approval of the Design

Professional and, if requested, supported by such evidence as to its correctness as the Design Professional may direct. The schedule designated herein the “initial breakdown”, when approved by the Design Professional shall be used as a basis for certificates of payment, unless it is found to be in error. In applying for payments, the Contractor shall submit a statement based upon this schedule on a periodical estimate form to be supplied by the Owner, and, if requested by the Design Professional or Owner, itemized in such form and supported by such evidence as the Design Professional or Owner may direct showing the Contractor’s right to the payment claimed on the periodical estimate.

c. *Materials Storage.*

- i. If payments are made on account of materials delivered and suitably stored at the site but not incorporated in the work, they shall, if required by the Owner or the Design Professional, be conditional upon submission by the Contractor of bills of sale or such other procedure as will establish the Owner’s title to such material or otherwise adequately protect the Owner’s interest. The Contractor is responsible for the existence, protection, and, if necessary, replacement of materials until execution of the Certificate of Material Completion of the Design Professional. The Owner shall not pay for any materials stored off site.
- ii. Should the Owner provide limited storage space in the work area, Contractor assumes full, complete and non-delegable responsibility for the security of the equipment so stored and for determining that the material stored in this area will not overload the floor system. Any damage to the structure as a result of the Contractor overloading the floor shall be repaired by the Contractor at no cost to the Owner.

d. *Progress Payments, Retainage and Conversion to Lump Sum.*

- i. The Owner shall make progress payments on account of the contract as follows: On or about the 15<sup>th</sup> day of each month 90 per cent of the value, based on the contract prices, of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the 1<sup>st</sup> day of that month, as estimated by the Design Professional, less the aggregate of previous payments, until one-half of the contract sum is due.
- ii. At any time after one-half of the contract sum, including change orders, becomes due and the work is:
  - (1) on or ahead of the construction progress schedule; (2) there are no breaches of notices of non-complaint work; (3) there is no delinquency in the filing of the final breakdown and accounting, together with vouchers, on force account work as referred to in Article 49 of the general conditions; and (4) there are no unsatisfactory performance evaluations, if the Contractor requests and the Owner and Design Professional approve, the sum being withheld as retainage will be converted to a lump sum and held by the Owner until final completion.
- iii. No further retainage will be withheld by the Owner from payments to the Contractor unless the following deficiencies occur: (1) the percentage of work complete falls behind the percentage required by the construction progress schedule by as much as 15 per cent, or; (2) the Contractor fails to cure a notice of non-compliant work or; (3) there are [further or additional] unsatisfactory performance evaluations, or; (4) the Contractor becomes delinquent in regard to the filing of the final breakdown and accounting, together with vouchers, on force account work as referred to in Article 49 of the general conditions. In such event or events the Owner shall reinstate the 10 per cent retainage on all periodical estimates due to be paid while one or more of the events continues to exist. The Contractor will be given written notice of the reinstatement of the retainage.
- iv. If the Contractor (1) recovers all lost time and puts the work back on schedule; and (2) remedies all breaches of notices of non-compliant work; and (3) corrects the deficiencies which caused the unsatisfactory performance evaluations, and (4) supplies a proper breakdown and accounting on force account work, then the sums withheld while either or all of the events existed will be converted to an additional lump sum and held by the Owner until final completion, and no further retainage will be withheld unless any of the deficiencies recur, in which event or events the Owner shall reinstate the 10 per cent retainage on all subsequent periodical estimates.

- v. At the discretion of the Owner, the retainage of each Subcontractor may be released separately as he completes his work. An application for release of a Subcontractor's retainage shall bear the original certificate of the Subcontractor, the Contractor, and the Design Professional that the Subcontractor's work has been fully performed and that the sum for which payment is requested is due by the Contractor to the Subcontractor. Checks releasing a Subcontractor's retainage shall be made payable to the Contractor, the Contractor's surety, and the Subcontractor and shall be mailed to the Contractor's surety. This article does not create any contractual relationship between the Owner and the Subcontractor or any duty of the Owner to any Subcontractor. All warranties shall run from the date of the Certificate of Material Completion of the Design Professional unless otherwise expressly provided in the contract. Payments pursuant to this article shall in no way diminish, change, alter or affect the rights of the Owner under the Contract Documents.

## 58. Certificate of Payments

- a. *Issuance.* If the Contractor has made application for payment, the Design Professional shall not later than the date when each payment falls due issue to the Contractor a certificate for such amount as he decides to be properly due or state in writing his reasons for withholding a certificate.
- b. *Effect.* No certificate issued, nor payment made to the Contractor, nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with the Contract Documents. The making of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing after final payment, or from requirements of the specifications or drawings. Acceptance of the final payment shall operate as and shall be a release to the Owner from all claims of any kind or character under the contract except for such specific amount or amounts as may have been withheld to cover the fair value of any incomplete work which has been certified by the Design Professional as incomplete through no fault on the part of the Contractor.
- c. *Date and Rate of Payment.* Progress payments will be made by the Owner to the Contractor in accordance with Article 58 above. Final payment will be made in accordance with Article 78. The date and rate of payment are subject to Article 60. Sums retained pursuant to the present article are and remain the property of the Owner until such time as the Contractor shall have become entitled to receive payment of such retainage by (a) furnishing the remainder of the *quid pro quo* under the contract and (b) complying in full with the terms of the contract.

## 59. Payments Withheld.

The Design Professional may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to Subcontractor or for materials or labor.
- d. A reasonable doubt that the contract can be completed for the balance then unpaid.
- e. Damage to another contractor or to some third party.
- f. Failure to maintain a rate of progress in accordance with the construction progress schedule.]
- g. Failure to supply enough skilled workmen or proper materials.

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

## 60. 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.

61. **The Owner's Right to Do Work.** If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three days written notice to the Contractor may without prejudice to any other remedy he may have (including without limitation remedies against the Contractor's surety), make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Design Professional shall approve the amount charged to the Contractor.
62. **Defective Work.** If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.
63. **Owner's Right to Terminate Contract.**
  - a. *Termination for Cause.* If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with Contract Documents or fails to perform any provisions of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option that sufficient cause exists to justify such action, may terminate the Contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method it may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.
  - b. *Termination for Convenience.* The Owner may at any time, and for any reason or without any reason or cause, terminate this Contract by written notice to the Contractor specifying the termination date, without cause and irrespective of whether or not Contractor is in default of any of its obligations hereunder. The effective date of termination shall not be earlier than seven days from the date of confirmed receipt of the written notice. If the Owner terminates the Contract the Contractor shall: (i) stop the Services or the Work (as applicable); (ii) place no further orders or Subcontracts for materials, labor, services or equipment; and (iii) terminate all material and equipment orders and Subcontracts to the extent terminable (unless otherwise directed by Owner in writing) and advise Owner of all materials, equipment and other items which cannot be canceled or which are already delivered and Allow Owner to participate in the salvage or disposition thereof. Contractor shall, as soon as practical after receiving notice of termination, submit to Owner an Application for Payment for all services performed through the date of receipt of the notice of termination, for which payment has not been previously made pursuant to the terms of this Contract plus costs for shut down, lost deposits, demobilizations, and cancellation charges.
64. **Contractor's Right to Stop Work or Terminate Contract.** If the Owner fails to make payment for a period of fifteen (15) days after receipt of proper pay request, the Contractor may, upon seven (7) additional days written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed.
65. **Notice of Readiness for Final Inspection.** When the Contractor is ready for a final inspection, he shall give notice to the Design Professional and a copy to the Owner in the following words:

*"The work on the contract for the [show name of improvement or project as it appears in the Assignment Order] having been fully completed except as stipulated herein below, it is requested that a final inspection be made promptly by the Design*

*Professional. The following work is incomplete through no fault of the Contractor [list any work which the Contractor regards as a proper exception] “*

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

66. **Operation and Maintenance Data and Instructions.** Prior to Material Completion, the Contractor shall furnish, in three ring binders, advance copies of proper written instructions to the Owner concerning operation and maintenance of all mechanical, electrical and other operating systems and equipment. The Contractor shall provide training in the operation and maintenance of all mechanical, electrical and other operating systems and equipment in the presence of the Design Professional and the Owner and shall give notice in writing to the Design Professional and Owner at least fifteen days prior to the date on which it proposes for the training.
67. **Keys.** Keys with tags attached indicating number and/or description of door or room each key is intended to fit attached to each key shall be delivered to the Owner. Contractor shall prepare and furnish with the keys an itemized key schedule in triplicate listing the door or room number and/or description, serial number of key, and number of keys being delivered for each door or lock.
68. **Marked-up Construction Documents.** Prior to demand for payment of retainage, the Contractor shall provide a complete set of Marked-up Construction Documents to the Design Professional, which set shall reflect all changes caused by addenda, field changes, Change Orders, or observed changes by the Contractor or Subcontractor(s) for the purpose of the Design Professional’s issuance of Record Documents to the Owner.
69. **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 forms as provided by the project manager.
70. **Material Completion.** Material Completion is when the Work or designated portion thereof is complete in accordance with the Contract Documents so that the Owner can occupy and utilize the Work for its intended use. All final documents (certificates, warranties, guarantees, manuals, instructions, documents required by the Contract Documents) as required are due at Material Completion. Material Completion shall also require complete operation of all applicable building systems included in the Work, including but not limited to, mechanical, electrical, plumbing, fire protection, fire alarm, telecom, data, security, elevators, life safety and accessibility. The Work shall be complete except for Minor Items or Permitted Incomplete Work.
  - a. **Minor Item Defined.** A Minor Item is a portion or element of the Work:
    - i. that can be totally complete within thirty (30) days; and
    - ii. that can be completed while the Owner occupies the Work without impeding or interfering with either the Owner’s use and occupation of the Work or the Contractor’s ability to complete the Minor Item; and
    - iii. that will not interfere with the complete use and enjoyment of the project by the Owner.
  - b. **Permitted Incomplete Work Defined.** Permitted Incomplete Work is work that is incomplete through no fault of the Contractor, as determined by the Owner, including, but not limited to, HVAC seasonal test and balance, seasonal landscaping or maintenance, incomplete work due to failure of separate contractors to complete work, and the like.
71. **Effect of Achieving Material Completion.** Upon the date when Material Completion is achieved, the

following matters are conclusively determined:

- a. The Owner may immediately occupy and secure the Work without restriction.
  - b. All warranties begin to run from the date Material Completion is achieved.
  - c. The Owner is responsible for all insurance for the Project.
  - d. The Liquidated Damages daily rate is reduced to zero.
  - e. The Contractor may request payment of the remaining contract balance, including retainage, less amounts credited by the Owner or incurred as liquidated damages, and less amounts withheld for the punch list by reason of Minor Items or Permitted Incomplete Work.
- 72. Certificates of Manufacturers for Major Components.** For elevators, moving walks, dumbwaiters, escalators, lifts, major components of air conditioning systems (i.e., cooling towers, compressors, condensers, absorption units, chiller units, fan coil units, air handling units, boilers, base mounted pumps, and temperature controls); major components of heating systems (i.e., boilers, base mounted pumps, air handling units, unit ventilators, fan coil units, temperature controls, and boiler chemical feed systems); major components of plumbing systems (i.e., boilers, base mounted pumps, sewage pumps and water treatment systems) and incinerator systems; start-up, testing, and placing into operation shall be performed by the field representative(s) of the manufacturer(s), and certificate(s) of the manufacturer(s) shall be filed with the Owner on the letterhead(s) of the manufacturer(s) in which the manufacturer(s) certifies or certify that "the equipment has been installed in strict compliance with the recommendations of the manufacturer(s) and is operating properly." The manufacturer shall list in the certificate the item or items furnished to the job and the date, name, or other positive means of identifying any supplementary documents containing the recommendations of the manufacturer, with a copy of each of the supplementary documents attached to the certificate.
- 73. Warranty and Guaranty.** The Contractor warrants and guarantees that all work executed under the Contract Documents shall be free from defects of materials or workmanship for a period of one year from the date of Completion. All written guarantees or warranties as called for in the specifications shall specify the term and contact information for enforcement and shall be in such form as to permit direct enforcement by the Owner against any Trade Contractor, Subcontractor, materialmen, or manufacturer related to the guarantee. The effective date of all warranties and guarantees shall be the date of the Certificate of Material Completion. Warranties, guarantees, and manufacturer's certificates shall be provided to the Owner in a three-ring binder(s) with a summary list of contents.
- 74. Correction of Work after Final Payment.** Neither (1) the Certificate of Material Completion, (2) nor any decision of the Design Professional, (3) nor payment, (4) nor any provision in the contract shall relieve the Contractor of responsibility for faulty materials, faulty workmanship, or omission of contract work, and he shall remedy any defects or supply any omissions resulting therefrom and pay for any damage to other work resulting therefrom. The Owner shall give notice of observed defects or omissions with reasonable promptness. The Contractor shall within the space of time designated in the notice of non-compliant work and without expense to the Owner, correct, remedy, replace, re-execute, supply omitted work, or remove from the premises all non-compliant work noted by the Design Professional or commence such actions if they cannot be reasonably completed within the timeframe provided by the notice. The Contractor shall give prompt notice in writing to the Design Professional, with copy to the Owner, upon completion of the supplying of any omitted work or the correction of any non-compliant work. In the absence of said notice, it shall be and is presumed under this contract that there has been no correction of the non-compliant 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 notice of non-compliant work without expense to the Owner, the Owner, after ten days' notice in writing to the Contractor, may remove the work, correct the work, remedy the work or supply omitted work at the expense of the Contractor. In case of emergency involving health, safety of property, or safety of life the Owner may proceed at once. Correction of defective work executed under the plans and specifications or supplying of omitted work whether or not covered by warranty of a Subcontractor or materialmen, remains the primary, direct responsibility of the Contractor. The foregoing obligation of the Contractor shall remain in effect until the same shall have been extinguished by operation of the statute of limitations. As additional security for the fulfillment of such

obligation, but in no way limiting the same, the Contractor warrants and guarantees (1) that all work executed under the plans and specifications shall be free from defects of materials or workmanship for a period of one year from the date of the Certificate of Material Completion of the Design Professional, and (2) that for not less than one year from the date of the Certificate of Material Completion of the Design Professional, or for such greater space of time as may have been designated in the specifications, products of manufacturers shall be free from defects of materials and workmanship. Whenever written guaranties or warranties are called for, the Contractor shall furnish the aforesaid for such period of time as may be stipulated. The aforesaid instruments shall be in such form as to permit direct enforcement by the Owner against any Subcontractor, materialmen, or manufacturer whose guaranty or warranty is called for:

- a. Service of notice on the Contractor that there has been breach of any warranty or guaranty will be sufficient to invoke the terms of the instrument, Provided: That the Owner shall have furnished the Contractor with a copy of notice served on the Subcontractor, materialmen, or manufacturer.
- b. The Contractor will bind his Subcontractor, materialmen, and manufacturers to the terms of this article.

The calling for or the furnishing of written warranties shall in no way limit the contractual obligation of the Contractor as set forth hereinabove. The remedies stated in this article are in addition to the remedies otherwise available to the Owner, do not exclude such other remedies, and are without prejudice to any other remedies.

**75. Notification to Owner when Contractor Visits Site after Final Inspection.**

- a. When the Contractor's representative visits the job site after the final inspection to perform specific work such as maintenance service, seasonal balance, or to correct a deficiency, the Contractor shall notify the Owner not less than 48 hours prior to the date on which they will visit the site, except under an emergency condition. The Contractor shall visit the designated office of the Owner to notify the Owner that the Contractor is on the site prior to visit, thereby enabling the Owner representative to accompany the Contractor, should they so desire while the Contractor is on the project site.
- b. A copy of the notification shall be provided to the Design Professional with the intent of the site visit. After the Contractor has completed the site visit, he shall give a written report to the Design Professional within five (5) days of the actions taken and any incomplete work yet to be performed.

**76. Final Completion.** Final Completion is the completion of all Work, including completion of all Minor Items and Permitted Incomplete Work as defined in Article 71. Final Completion shall be evidenced by the Design Professional's Certificate of Final Completion. Final Completion shall be obtained not later than thirty (30) days after the last stated completion dates of any Minor Items or Permitted Incomplete Work. The Design Professional's Certificate of Final Completion shall not be issued until all Work is complete.

**77. Payment for Final Completion.** All amounts withheld from Payment for Material Completion and not credited to the Owner are payable upon receipt of final pay request from the Contractor. Final Payment shall be due 10 days after receipt by the Owner of the application for payment upon achievement and certification of Final Completion.

**EXHIBIT “B”**  
**SCOPE OF WORK**  
**UPDGRADE OF ORIGINAL GOLD DECK**

**01. Existing Gold Parking Deck Upgrade**

**A. Masonry**

- **CMU Block Infill:**
  - Infill seven (7) existing door openings currently connecting the Gold Deck to GWCC Building C. The seven (7) doors are in the wall separating the Gold Deck from GWCC Building C at the north end of the Gold Deck on Level B2 as shown on GWCC Existing Gold Deck Upgrades drawings prepared by Gensler dated February 10, 2025, attached hereto and incorporated herein as Exhibit “C.”
  - Work includes:
    - **Demolition:** Complete removal of existing hollow metal doors, frames, and associated hardware. Debris to be hauled off-site and legally disposed.
    - **New Construction:** Install CMU block infill to match the existing block wall in size, color, texture, and coursing.
    - **Finish:** Tool joints to match existing conditions. Paint and sealant are not included in this package.

**B. Interior Finishes**

- **Stair and Elevator Shafts:**
  - Clean, patch, and prime all exposed walls.
  - Apply two coats of exterior-grade elastomeric paint in the color to match adjacent finishes.
  - Patching is limited to small surface cracks, spalls, or voids less than 1 sq. ft. Larger repairs are excluded.
- **Exclusions:**
  - Replacement or modification of existing door hardware.
  - Access control or card reader modifications.

**C. Conveying Systems (Elevators)**

- **Repairs per KONE Survey:**
  - Replace one (1) elevator door operator and door control panel.
  - Replace hydraulic oil and filters for all existing elevator units.
  - Install code-compliant door lock monitoring system on each unit.
  - Cab interior upgrades: new wall panels, flooring, ceiling, and lighting to match Hilton Signia design package (finish schedule to be provided by owner).
- **Exclusions:**
  - No modernization of hoistway machinery beyond the above repairs.
  - No upgrades to elevator control software or fire recall functions.

## D. Fire Protection

- **Scope Clarification:**
  - No new fire sprinkler heads, piping, or system modifications are included.
  - No testing, certification, or relocation of existing devices is included.

## E. Electrical Systems

- **Lighting Replacement:**
  - Remove and dispose of existing fixtures.
  - Provide and install one hundred eighty-two (182) new Beacon SRT2 Edge-Lit LED fixtures on 24-inch pendant stems, one-for-one replacement.
  - Provide and install fourteen (14) new Beacon SRT2 Edge-Lit LED fixtures in “dark bay” areas of B1 and B2 levels. This location is at the south end of the existing Gold Deck between the hotel elevator cores and the southernmost column line of the existing Gold Deck.
- **Branch Power:**
  - Provide new branch wiring and conduit for the fourteen (14) new fixtures only.
  - Repair/replacement of existing branch wiring outside of this scope is excluded.
- **Fire Alarm Reconnection:**
  - Provide allowance of **\$67,500** for re-connection of existing fire alarm devices to the Signia by Hilton Atlanta fire alarm system.
  - Scope is limited to wiring and terminations; programming/integration by others.
- **Exclusions:**
  - No lighting control panels, occupancy sensors, or daylight harvesting systems.
  - No photometric study or guaranteed lighting level.

## F. Security Systems

- **Camera Installations:**
    - Install two (2) 8MP dome cameras.
    - Install two (2) 4x8MP Avigilon multi-view cameras.
    - Provide CAT6A cabling and conduit pathways from each camera back to nearest IDF/MDF room.
    - Mounting locations to be coordinated with Owner prior to install.
  - **Assumptions:**
    - Existing IDF/MDF rooms have adequate rack space, power, and cooling capacity.
    - Integration and programming of cameras into existing Avigilon system is by Owner.
- 

## 02. Valet Office Renovation

### A. Interior Finishes

- **Flooring:** Remove existing flooring. Install new **VCT with 4” vinyl base** (color/finish per Owner).
- **Paint:** Prepare wall surfaces and apply one coat of primer and two coats of low-VOC interior paint (color/finish per Owner)

- **Door Hardware:** Replace hardware and threshold at the entry door with ADA-compliant products approved by Owner.
- **Signage:** Replace one (1) ADA-compliant room ID sign at the entry door with new room name. Replacement sign to match the existing sign in appearance.
- **Exclusions:**
  - No drywall replacement or repairs beyond patching minor fastener holes.
  - No new ACT ceiling grid, tiles, or ceiling-mounted device relocations.

## **B. Mechanical Systems**

- **Fresh Air Duct:**
  - Connect into Hilton supply duct and route a new 6-inch diameter insulated branch duct into the Valet Office from the existing 18/14 duct located in Service Corridor B2006 on Level B2 near column intersection P/2 up to Level B1 and running west parallel to column grid 2 then south parallel to column grid T and into the space south of column grid P3 as shown on GWCC Existing Gold Deck Upgrades drawings prepared by Gensler dated February 10, 2025, attached hereto and incorporated herein as Exhibit “C.”
  - Provide one (1) manual balancing damper for balancing matching duct dimensions as shown on GWCC Existing Gold Deck Upgrades drawings prepared by Gensler dated February 10, 2025, attached hereto and incorporated herein as Exhibit “C.”
- **Supplemental Heating:**
  - Provide and install **wall-mounted electric heater** (\$7,500 allowance) with thermostat.
- **Exclusions:**
  - No new air conditioning unit.
  - No ductwork modifications outside of the single branch run.

## **C. Electrical Systems**

- **Power:**
  - Install three (3) new duplex receptacles on existing circuits.
  - Coordinate device locations with Owner prior to rough-in.
  - Provide power for the new wall-mounted electric heater.
- **Exclusions:**
  - No panel upgrades, new circuits, or breakers included.
  - No IT/data cabling included.

**EXHIBIT “C”**  
**GWCC EXISTING GOLD DECK UPGRADES**  
**GENSLER ARCHITECT & INTERIOR DESIGN**  
**DATED FEBRUARY 10, 2025**

Gensler drawings follow this page.

EXHIBIT C

[insert copy of Resolution regarding an amendment to the Campus Master Plan Consulting Services Agreement with HKS, Inc.]

**A RESOLUTION  
OF  
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY  
REGARDING  
AMENDMENT TO CAMPUS MASTER PLAN CONSULTING SERVICES AGREEMENT  
WITH HKS, INC.**

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

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

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

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

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

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

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

WHEREAS, HKS, Inc. (“Contractor”) seeks to furnish to the Authority Phase III of its campus master plan consulting services, all on terms and conditions agreed upon by the parties; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that the Chief Executive Officer is authorized, though not required, to execute and deliver, in substantially similar form to the one attached hereto as **Exhibit A**, but subject to the occurrence or satisfaction of any and all applicable contingencies, terms and conditions, an amendment to its agreement with HKS, Inc. specifically in respect of Phase III of its campus master plan consulting services in substantially the form attached hereto as **Exhibit A**, but only so long as such amendment complies with applicable law and, in the judgment of the Chief Executive Officer, is consistent with the corporate purposes and mission of the Authority and the Authority’s sound business practices.

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

ADOPTED this 25<sup>th</sup> day of September, 2025.

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Brian Daniel, Chair, Board of Governors  
Geo. L. Smith II Georgia World Congress Center Authority

Attest: \_\_\_\_\_  
Alisha King, Assistant Secretary

{Authority Seal}

**EXHIBIT A**

A draft Amendment to Campus Master Plan Consulting Services Agreement follows this page.  
*(3 pages)*

**AMENDMENT TO AGREEMENT FOR CAMPUS MASTER PLAN CONSULTING  
SERVICES BETWEEN  
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY  
AND  
HKS, INC.**

**THIS AGREEMENT** (the "Amendment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **Geo. L. Smith II Georgia World Congress Center Authority** (the "Authority") and **HKS, Inc.** (the "Consultant"), whose address is 3280 Peachtree Rd., NE, #900, Atlanta, GA 30305 and whose FEI number is 75-1082838.

WITNESS:

BACKGROUND: The Authority and the Consultant entered into that certain Agreement for Campus Master Plan Consulting Services Between the Geo. L. Smith II Georgia World Congress Center Authority and HKS, Inc. dated July 15, 2024 (the "Agreement"). The parties desire to amend and modify the services to be provided by the Consultant, the compensation due therefor, and otherwise modify the Agreement terms, but only as set forth below.

Therefore, for and in consideration of the mutual promises set forth herein, the Authority and the Consultant agree as follows:

1. SERVICES TO BE PROVIDED BY THE CONSULTANT. Article 1 and Exhibit "A" of the Agreement are amended and modified to include those additional services to be provided by the Consultant stated in **Exhibit "A"** attached to this Amendment.

2. COMPENSATION. Article 2 and Exhibit "B" of the Agreement are amended and modified as follows. For all services rendered by Consultant under this Amendment, the Authority shall pay Consultant the sums identified in **Exhibit "B"** attached to this Amendment.

3. NO OTHER CHANGES. Except as expressly set forth above, the Agreement shall remain in full force and effect and not be altered hereby.

IN WITNESS WHEREOF, the Authority and the Consultant have signed this Amendment by their respective officers effective as of the date set forth above.

**Geo. L. Smith II Georgia World Congress  
Center Authority**

**HKS, Inc.**

By: \_\_\_\_\_  
Kevin Duvall  
Chief Executive Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT “A”**

### Project Detail

The scope of the Project deliverables due from Consultant is as follows:

- Feasibility study for future viability and improved mobility for Buildings A, B, and C at the GWCC
- Development of proposed future program needs

### Scope of Services and Deliverables

Consultant will provide urban design, architectural, interior design, and advisory services as described in this proposal for the Project. Consultant will retain the services of the following consultants with their disciplines shown:

- Mobility integration: Buro Happold
- Landscape architecture: SCAPE (as necessary)
- Structural engineering: Walter P. Moore
- MEP engineering: McKenney's
- Retail Strategy: Streetsense
- Branding: HKS
- Cost Consultant: Vermilion

The scope of the services owed by Consultant includes:

- Kickoff meeting to align goals and objectives for the study
- Existing building analysis and insights
- Program development
- Mobility development
- Retail strategy
- Three (3) plan options that address the Project objectives
- Concept/feasibility design
- Recommendations in the now, near, next framework

Schedule The schedule for this work is twenty-four (24) weeks long.

**EXHIBIT "B"**

For all services rendered and work product delivered by Consultant under this Amendment, the Authority shall pay the following fees, which shall be invoiced by Consultant following completed delivery of the work: six hundred fifty thousand dollars (\$650,000). Consultant also shall have an allowance of not more than twenty thousand dollars (\$20,000) for reimbursable expenses so long as such expenses are approved in advance and in writing by Authority.

EXHIBIT D

[insert copy of Resolution regarding the Hotel Public Financing Second Supplemental Indenture of Trust]

## AUTHORIZING RESOLUTION

**WHEREAS**, in order to obtain funds to finance the costs of acquiring, constructing, and installing a premier, full service convention center hotel and related facilities located on the Georgia World Congress Center campus and related costs, including necessary expenses incidental thereto, the Geo. L. Smith II Georgia World Congress Center Authority (the “Authority”) issued its revenue bonds designated “Geo. L. Smith II Georgia World Congress Center Authority Convention Center Hotel First Tier Revenue Bonds, Series 2021A” and “Geo. L. Smith II Georgia World Congress Center Authority Convention Center Hotel Second Tier Revenue Bonds, Series 2021B (collectively the “Series 2021 Bonds”), in the original aggregate principal amount of \$439,595,000, pursuant to the terms of an Indenture of Trust, dated as of April 1, 2021, as supplemented and amended by a First Supplemental Indenture of Trust, dated as of June 1, 2025 (collectively the “Original Indenture”), between the Authority and Wells Fargo Bank, National Association, as predecessor trustee to Computershare Trust Company, N.A., as successor trustee (the “Trustee”); and

**WHEREAS**, the Authority and Digital Assurance Certification, L.L.C. (“DAC”) entered into a Disclosure Dissemination Agent Agreement, dated April 14, 2021 (the “Original Disclosure Agreement”), in order to provide certain continuing disclosure with respect to the Series 2021 Bonds; and

**WHEREAS**, the Original Indenture provides that the Authority and the Trustee may, as appropriate, from time to time and at any time, without the consent of but with notice to Registered Owners (as defined in the Original Indenture), enter into Supplemental Indentures (as defined in the Original Indenture) (a) to cure any formal defect, omission, inconsistency, or ambiguity in the Original Indenture or (b) to make any change that does not materially adversely affect the rights of any Registered Owner; and

**WHEREAS**, the Original Disclosure Agreement provides that the Authority and DAC may amend the Original Disclosure Agreement if such amendment is supported by an opinion of counsel expert in federal securities laws acceptable to both the Authority and DAC to the effect that such amendment or waiver does not materially impair the interest of Holders (as defined in the Original Disclosure Agreement) of the Series 2021 Bonds and would not, in and of itself, cause the undertakings in the Original Disclosure Agreement to violate the Rule (as defined in the Original Disclosure Agreement) if such amendment or waiver had been effective on the date of the Original Disclosure Agreement but taking into account any subsequent change in or official interpretation of the Rule; and

**WHEREAS**, the Authority desires to amend the Original Indenture in order to cure formal defects, omissions, inconsistencies, and ambiguities in the final reporting covenants contained in Section 7.32(f) of the Original Indenture; and

**WHEREAS**, after careful study and investigation, the Authority desires to enter into a Second Supplemental Indenture of Trust, to be dated as of the first day of the month of its execution and delivery (the “Supplemental Indenture”), with the Trustee, in order to supplement and amend the Original Indenture for the purposes described above; and

**WHEREAS**, the Authority desires to amend the Original Disclosure Agreement in order to correct errors contained therein; and

**WHEREAS**, after careful study and investigation, the Authority desires to enter into a First Amendment to Disclosure Dissemination Agent Agreement, to be dated the date of its execution and delivery (the “Disclosure Agreement Amendment”), with DAC, in order to supplement and amend the Original Disclosure Agreement for the purposes described above;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority as follows:

1. The forms, terms, and conditions and the execution, delivery, and performance of the Supplemental Indenture and the Disclosure Agreement Amendment (collectively the “Amendments”), which have been filed with the Authority, are hereby approved and authorized. The Amendments shall be in substantially the forms submitted to the Board of Governors of the Authority with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Chief Executive Officer of the Authority, whose approval thereof shall be conclusively evidenced by the execution of each Amendment.

2. The Chief Executive Officer of the Authority is hereby authorized and directed to execute on behalf of the Authority the Amendments, and the Secretary or Assistant Secretary of the Authority is hereby authorized and directed to affix thereto and attest the seal of the Authority, upon proper execution and delivery by the other parties thereto, provided, that in no event shall any such attestation or affixation of the seal of the Authority be required as a prerequisite to the effectiveness thereof, and the Chief Executive Officer and Secretary or Assistant Secretary of the Authority are authorized and directed to deliver the Amendments on behalf of the Authority to the other parties thereto and to execute and deliver all such other contracts, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the consummation of the transactions authorized by this Resolution or contemplated by the instruments and documents referred to in this Resolution.

3. This Resolution and the Amendments, as approved by this Resolution, which are hereby incorporated in this Resolution by this reference thereto, shall be placed on file at the office of the Authority and made available for public inspection by any interested party immediately following the passage and approval of this Resolution.

**PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE** on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**GEO. L. SMITH II GEORGIA WORLD  
CONGRESS CENTER AUTHORITY**

(SEAL)

Attest:

By: \_\_\_\_\_  
Brian Daniel, Chair, Board of Governors

\_\_\_\_\_  
Dexter Warrior, Secretary

**SECRETARY’S CERTIFICATE**

I, **DEXTER WARRIOR**, the duly appointed, qualified, and acting Secretary of the Geo. L. Smith II Georgia World Congress Center Authority (the “Authority”), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on \_\_\_\_\_, 2025 by the Board of Governors of the Authority in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the Authority, by a vote of \_\_ Yea and \_\_ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the Authority, which is in my custody and control.

**GIVEN** under my hand and the seal of the Authority, on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

(SEAL)

\_\_\_\_\_  
Secretary, Geo. L. Smith II Georgia World  
Congress Center Authority

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**SECOND SUPPLEMENTAL INDENTURE OF TRUST**

**GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY**

and

**COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION**  
as Trustee

Dated as of \_\_\_\_\_ 1, 2025

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## SECOND SUPPLEMENTAL INDENTURE OF TRUST

**THIS SECOND SUPPLEMENTAL INDENTURE OF TRUST**, dated as of \_\_\_\_\_ 1, 2025 and effective as of \_\_\_\_\_, 2025 (this “Supplemental Indenture”), by and between **GEO L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY**, a public body corporate and politic and an instrumentality of the State of Georgia (the “Authority”), and **COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association, and its successors in trust and assigns, as successor by assignment to Wells Fargo Bank, National Association, as trustee (the “Trustee”).

### WITNESSETH:

**WHEREAS**, in order to obtain funds to finance the costs of acquiring, constructing, and installing a premier, full service convention center hotel and related facilities located on the Georgia World Congress Center campus and related costs, including necessary expenses incidental thereto, the Authority issued its revenue bonds designated “Geo. L. Smith II Georgia World Congress Center Authority Convention Center Hotel First Tier Revenue Bonds, Series 2021A” and “Geo. L. Smith II Georgia World Congress Center Authority Convention Center Hotel Second Tier Revenue Bonds, Series 2021B” (collectively the “Series 2021 Bonds”), in the original aggregate principal amount of \$439,595,000, pursuant to the terms of an Indenture of Trust, dated as of April 1, 2021, as supplemented and amended by a First Supplemental Indenture of Trust, dated as of June 1, 2025 (collectively the “Original Indenture”), between the Authority and the Trustee; and

**WHEREAS**, the Original Indenture provides that the Authority and the Trustee may, as appropriate, from time to time and at any time, without the consent of but with notice to Registered Owners (as defined in the Original Indenture), enter into Supplemental Indentures (as defined in the Original Indenture) (1) to cure any formal defect, omission, inconsistency, or ambiguity in the Original Indenture, (2) to insert such provisions clarifying matters or questions arising under the Original Indenture as are necessary or desirable and are not contrary to or inconsistent with the Original Indenture as theretofore in effect, and (3) to make any change that does not materially adversely affect the rights of any Registered Owner; and

**WHEREAS**, the Authority desires to amend the Original Indenture in order to cure formal defects, omissions, inconsistencies, and ambiguities in the financial reporting covenants contained in Section 7.32(f) of the Original Indenture;

**NOW, THEREFORE**, in consideration of the premises and of the covenants and undertakings herein expressed, the parties hereto agree, and the Original Indenture is hereby supplemented and amended, as follows:

**Section 1. Definitions.** Unless otherwise clearly indicated by the context, all words, terms, and phrases appearing in capitalized form in this Supplemental Indenture shall have the meanings ascribed to them in Section 1.01 of the Original Indenture. Certain definitions contained in Section 1.01 of the Original Indenture are hereby amended, restated, and modified as follows:

Certified Financial Statements - means audited financial statements consisting of a balance sheet, a statement of income and owner's equity or deficit, a statement of cash flows, and such other matters as set forth in the Indenture and an opinion of the Independent Accountant to the effect that, subject to any qualifications contained therein, the financial statements fairly present, in conformity with Generally Accepted Accounting Principles, the financial position, results of operations, and cash flows of the Hotel for the Fiscal Year then ended. Such financial statements of the Hotel may refer to the Authority's basic financial statements for some of the assets, liabilities, revenues, expenses, and cash flows of the Hotel, which are reported in the Authority's basic financial statements as a separate Enterprise Fund of the Authority.

Fiscal Year - means the fiscal year of the Hotel selected by the Authority, currently the twelve month period ending December 31 of each year.

**Section 2. Amendment of Section 7.32(f).** (a) Section 7.32(f)(i) of the Original Indenture is hereby amended and restated to read as follows:

(i) Within six months after the end of each Fiscal Year, Certified Financial Statements. Within six months following the end of each Fiscal Year, the Authority will deliver a written statement by its Accountants (A) stating that such examination has included a review of Sections 7.32(g) and (h) of this Indenture as such terms relate to the Authority and its compliance with accounting matters; (B) stating whether, in connection with such examination, any failure to comply therewith has come to their attention; and (C) if such a condition or event has come to their attention, specifying the nature and period of existence thereof.

(b) Section 7.32(f)(iii) of the Original Indenture is hereby amended and restated to read as follows:

(iii) Within 45 days of the end of each calendar quarter, true and complete copies of the unaudited statement of operations of the Hotel, prepared in accordance with Generally Accepted Accounting Principles, which statements shall include a statement of income and expenses for the quarter then ended, certified by the Authorized Representative, to the best of his or her knowledge or belief after the inquiry, to accurately represent the results of operations of the Hotel.

**Section 3. Confirmation of Original Indenture.** Except as expressly supplemented and amended by this Supplemental Indenture, the Original Indenture is and shall remain unchanged and in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Supplemental Indenture to be executed and sealed on their behalf by their duly authorized representatives, all as of the day and year first written above.

GEO. L. SMITH II GEORGIA WORLD  
CONGRESS CENTER AUTHORITY

By: \_\_\_\_\_  
Chair of the Board of Governors

Attest: \_\_\_\_\_  
Secretary

COMPUTERSHARE TRUST COMPANY,  
NATIONAL ASSOCIATION, as Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **FIRST AMENDMENT TO DISCLOSURE DISSEMINATION AGENT AGREEMENT**

This First Amendment to Disclosure Dissemination Agent Agreement (this “Amendment”), dated \_\_\_\_\_, 2025, is executed and delivered by the Geo. L. Smith II Georgia World Congress Center Authority (the “Authority”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) in order to amend the Disclosure Dissemination Agent Agreement, dated April 14, 2021 (the “Original Agreement”), between the Authority and DAC, in order to correct errors contained therein.

SECTION 1. Definitions Contained in Original Agreement. Unless otherwise clearly indicated by the context, all words, terms, and phrases appearing in capitalized form in this Amendment shall have the meanings ascribed to them in the Original Agreement.

SECTION 2. Amendment of Section 2(a). Section 2(a) of the Original Agreement is hereby amended and restated to read as follows:

(a) The Authority shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy to the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the last day of the second fiscal quarter following the end of each fiscal year of the Hotel, commencing with the fiscal year ending December 31, 2025 (i.e., currently, each June 30). Such date and each anniversary thereof are the Annual Filing Dates. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

SECTION 3. Amendment of Section 2(f). Section 2(f) of the Original Agreement is hereby amended and restated to read as follows:

(f) The Authority may adjust the Annual Filing Date upon change of the fiscal year of the Hotel by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, the Trustee, and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 4. Amendment of Section 14. Section 14 of the Original Agreement is hereby amended by substituting “Georgia” for “Oklahoma.”

SECTION 5. Confirmation of Original Agreement. Except as expressly supplemented and amended by this Amendment, the Original Agreement is and shall remain unchanged and in full force and effect in accordance with its terms.

SECTION 6. Execution of Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures to Follow]

[COUNTERPART SIGNATURE PAGE TO  
FIRST AMENDMENT TO DISCLOSURE DISSEMINATION AGENT AGREEMENT]

The Disclosure Dissemination Agent and the Authority have caused this Amendment to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION,  
L.L.C., as Disclosure Dissemination Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO  
FIRST AMENDMENT TO DISCLOSURE DISSEMINATION AGENT AGREEMENT]

GEO. L. SMITH II GEORGIA WORLD  
CONGRESS CENTER AUTHORITY

By: \_\_\_\_\_  
Chair of the Board of Governors

Attest: \_\_\_\_\_  
Secretary