

**INSTRUCTIONS FOR  
PEACHTREE CORNERS MIXED USE  
REQUEST FOR PROPOSAL  
PARKING DECK**

**PROJECT IDENTIFICATION**

PROJECT NAME AND LOCATION

**Peachtree Corners Mixed Use  
Peachtree Parkway and Medlock Bridge Road  
Peachtree Corners, GA**

OWNER'S NAME AND ADDRESS

**City of Peachtree Corners Downtown Development Authority  
147 Technology Parkway, Suite 200  
Peachtree Corners, GA 30092**

**City of Peachtree Corners  
147 Technology Parkway, Suite 200  
Peachtree Corners, GA 30092**

**Fuqua Acquisitions II, LLC  
c/o Fuqua Development, LP  
3575 Piedmont Rd., NE  
Building 15, Suite 800  
Atlanta, GA 30305**

ARCHITECT

**Lyman Davidson Dooley  
1640 Powers Ferry Rd.  
Bldg One . Suite 100  
Marietta GA 30067**

1. **NATURE OF SOLICITATION AND OWNERS DISCRETION**

By this Request for Proposal, the Project Owner are soliciting proposals from contractors for construction activities at the above Project as outlined by this Request for Proposal. The proposals submitted by contractors shall be in accordance with the essential terms of this Request for Proposal. Owner will select a contractor from this process to negotiate final terms of an agreement that will be consistent with the terms of these Instructions to Request for Proposals. Selection of a contractor will not create a contractual relationship until a complete written contract is executed by all parties. No contract obligations will exist for this Project until the final terms have been negotiated and a final contract document is executed by the Owner and Contractor. The Owner retains the absolute right in its sole discretion to select the Contractor who it believes will be in its best interest to proceed to negotiate terms. The Owner further retains the absolute right in its sole discretion to reject all proposals and refuse to execute any contract.

2. **DEFINITIONS**

- a. All definitions set forth in the General Conditions of the Contract for Construction are applicable to this Request for Proposal Package.
- b. Request for Proposal Documents include all items listed in the "Invitation to Respond Letter".

- c. An Addenda is the graphic instrument issued prior to the execution of the Contract that modify or interpret the Request for Proposal documents, including Drawings and Project Manual, by additions, deletions, clarification or corrections. Addenda will become part of the Contract Documents when the construction Contract is executed.
- d. Any reference within this Request for Proposal Documents to “Site Contractor”, “Contractor”, “General Contractor”, or “Building Contractor” shall be synonymous with each other.

### 3. CONTRACT FORMS

The Contractor will be expected to enter into a formal contractual agreement with the Owner using the documents listed below. Any exceptions to these contractual agreement documents shall be included in the Contractors response to the Request for Proposal. The Owner may negotiate changes to the contractual agreement documents as necessary.

- a. Contract Agreement Form including Exhibits – Exhibit N
- b. The General Conditions of the Contract for Construction – Exhibit O

The contractual agreement documents will be written in strict accordance with this Invitation to Request for Proposal document and any subsequently issued Addenda. However, Owner may negotiate changes to the contractual agreement documents as necessary. All terms and conditions provided herein are considered acceptable to the contractor unless the response to the Request for Proposal specifically excludes any particular term or condition.

Portions of the Instructions to the Request for Proposals will be incorporated into the Contract Documents subject to any amendments or modifications to the original Instructions to the Request for Proposals.

### 4. REQUEST FOR PROPOSAL’S PRESENTATION

- a. Each Contractor, by making his response to the Request for Proposal, represents that he has read and understands the Request for Proposal Documents
- b. Each Contractor, by making his response to the Request for Proposal, represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed.

### 5. EXAMINATION OF REQUEST FOR PROPOSAL DOCUMENTS

- a. Each Contractor shall examine the Request for Proposal Documents carefully. No interpretations of the Plans, Specifications or Contract Documents will be made unless made in writing at least three (3) days prior to the response due date to:  
*Michael Lant*  
*Mike.Lant@Fuquadev.com*
- b. Acknowledgment of receipt of all Addenda shall be made by each Contractor with its response to the Request for Proposal.

### 6. BASIS OF REQUEST FOR PROPOSAL

The Plans, Specifications, applicable Building Codes, Ordinances, Standards and all other Documents listed in the Invitation to Propose letter will become essential parts of the Contract, and should be considered when preparing the response to the Request for Proposal.

To insure a uniform basis for the response to the Request for Proposal, the Contractor shall base his response on the particular system, equipment, method and materials indicated in the Request for Proposal documents and any Addenda which may be issued during the Request for Proposal period. The response to the Request for Proposal must include all alternates and unit prices. Conditional responses to the Request for Proposals will not be

accepted. However, voluntary alternatives proposed by the Contractor are encouraged and may be attached to the response.

It shall be the Contractors' responsibility to make inquiry as to any Addenda issued. All such Addenda shall become part of the Contract and all Contractors shall be bound by such Addenda whether or not received by the Contractor.

#### 7. PREPARATION OF THE RESPONSE TO THE REQUEST FOR PROPOSAL

Responses to the Request for Proposals, to be considered, must be submitted in accordance with the following instructions:

- a. The response to the Request for Proposals must be prepared on forms provided and submitted in accordance with instructions herein. Contractors shall submit the following: Site Work Proposal form, Schedule, Unit Prices, Proposed Subcontractors and Value Engineering, if applicable.
- b. Contractors must give the full business address of the Contractor and state whether he is an individual, corporation or partnership. A response by a corporation must be signed with the legal name and seal of the corporation followed by the name of the State of its incorporation and by the manual signature and designation of an officer, agent, or other person authorized to bind the corporation, and if the person signing is not the President, be accompanied by a duly authenticated document evidencing the authority to the officer or agent. A response by a partnership must show the names of all partners and must be signed in the partnership name by one of the partners. The partnership signature must be followed by the manual signature of the partner signing. In every case, the name of the person signing and his designation must be typed or printed below his signature. A response by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held to be the standard of the individual so signing. Satisfactory evidence of the authority of an office, agent, attorney, or other person signing for a corporation and for an agent, attorney, etc., signing for a partnership or an individual shall be furnished.

#### 8. PAYMENT AND PERFORMANCE BOND

Subject to the terms in paragraph 7.5 of the General Conditions, Contractor shall submit a Payment and Performance Bond on the forms provided in Exhibit M in the full amount of the Contract Sum within three (3) days of execution of the Contract. Contractor's Surety must have a Best rating of "A+" or better by the A. M. Best Company. The Owner shall, in its sole discretion, have the right to accept or reject the surety company providing the Payment and Performance Bond. Such bonds must be approved by the Owner's construction lender. Entities to be named in the bond will be:

1. City of Peachtree Corners Downtown Development Authority
2. City of Peachtree Corners
3. Fuqua Acquisitions II, LLC
4. Fuqua Development, LP

\*Additional entities may be added prior to Contract Execution

The cost of the bond is fully included in the Contract price.

#### 9. SUBMITTAL OF REQUEST FOR PROPOSAL

- a. All responses to the Request for Proposals are to be sent electronically to mike.lant@fuquadev.com by **4:00 P.M. EST February 7, 2017.**
- b. A hard copy of the response to the Request for Proposal must be sent to: Greer Scroggins, Fuqua Development and received within twenty-four (24) hours at the established response date.
- c. Each response to the Request for Proposal must be prepared on the Pricing Form with all blanks filled in.

- d. Each Request for Proposal shall be accompanied by a critical path construction schedule in Microsoft Project Format of the installation of all of the work included in the Request for Proposal. (See “Critical Dates Table” in the Instructions to Request for Proposals for schedule project requirements).
- e. Envelope shall be marked as follows:
  - TO: (Owner’s name and address as it appears on the “Invitation to Request for Proposal”)
  - REQUEST FOR PROPOSAL FOR: (Project name and location as it appears on the “Invitation to Request for Proposal”)
- f. Deliver as indicated on the “Invitation to Propose letter.”

10. OPENING OF REQUEST FOR PROPOSAL

Request for Proposals will be opened at the time stated in the invitation. Any Request for Proposals received thereafter may not be considered. No responsibility will be attached for the premature opening of a Request for Proposal not properly addressed and identified.

11. METHOD OF AWARDING CONTRACT

Selection of Contractor will be made by the Owner in its sole discretion, based on the best interest of the Owner, construction schedule and any other factors that the Owner deems to be important to the overall project subject to the terms in Paragraph 1 above. Specific consideration, in addition to price, will be given to:

- a) Experience with Mixed Use projects and working with multiple contractors
- b) Experience with underground detention facilities
- c) Experience with Parking Structures
- d) Contractors schedule and sequencing of the Work

12. REJECTION OF REQUEST FOR PROPOSALS

The Request for Proposal acknowledges the right of the Owner to reject any or all Request for Proposals and to waive any informality or irregularity in any Request for Proposal received. In addition, the Request for Proposal recognizes the right of the Owner to reject a Request for Proposal if the Request for Proposal failed to provide any data required by the Request for Proposal, or if the Request for Proposal is in any way incomplete or irregular.

13. STARTING OF WORK, TIME OF COMPLETION

The Contractor must agree to commence work within seven (7) days after the signing of the Contract or receipt of Notice to Proceed and complete the project in accordance with the Contract Time.

14. LAWS AND REGULATIONS

The contractor is assumed to be familiar with and shall be responsible for compliance with all federal laws, state and local ordinances, laws, rules and regulations that in any manner affect his work, and specifically his work responsibility in obtaining a final Certificate of Completion or its equivalent for such work.

15. BUILDING PERMITS/IMPACT FEES

The Owner will pay for impact fees. All specialty, trade, or other miscellaneous permit fees associated with construction to be paid for by the Contractor.

16. INSURANCE

- a. An insurance certificate outlining coverages must be submitted by the successful Contractor prior to

execution of a contract. An original insurance certificate listing appropriate additional insurance and required coverages must be received by Owner within three (3) days of receipt of execution of the Contract or a Notice to Proceed.

- b. The successful Contractor must submit the executed Performance & Payment bonds to the Owner within three (3) calendar days of execution of Contract or a Notice to Proceed.
- c. The failure to timely provide insurance certificates and bonds shall be a material breach of contract and a basis for termination for cause.
- d. The Contractor shall provide insurance coverage of the types and amounts as referenced in Exhibit "K". The Project Lender, the Owner and other entities as required by Owner shall be named as additional insured's.
- e. The Owner shall provide builders "All Risk" insurance coverage as required by the provisions of this Agreement and the loan documents. Said policy to contain a \$25,000 deductible provision. Contractor shall be named as an additional insured. The Contractor shall be responsible for payment of said deductible for any loss.

## 17. CONSTRUCTION SCHEDULE & SEQUENCE OF OPERATIONS

Proposers shall provide a Project Schedule which includes, at a minimum, the Milestone items listed below:

### **MILESTONE/CRITICAL DATES**

- Begin Construction
- Completion of underground detention vault
- Completion of Parking Deck Foundations
- Completion of Precast erection
- Substantial Completion

\*Substantial Completion is defined as when all contracted work has been completed except for punchlist items, the work has been accepted by all applicable governmental agencies including the building department and the fire marshal, the Project Engineer and the Certificate of Occupancy or equivalent document related to the Contractor's work has been received.

\*Completion Date – The Completion Date shall be on or before the date shown in the Project Schedule. The Completion Date, which shall take the same significance as the term "Substantial Completion" used elsewhere in the Request for Proposal Documents shall be defined as the date on which the latest of all the minimum following shall be fulfilled:

- i. For purposes of determining the Completion Date, the fact that certain punch list items remain to be completed shall not delay the occurrence of the Completion Date so long as such items can be completed within seven (7) days of the Completion Date and without material interference to any Tenant's Construction activities and occupancy of a Building and/or space
  - ii. Obtain written Certificate of Completion or Substantial Completion Certificate.
- b. The Contractor is to file the Notice of Commencement with the Clerk of the Superior Court in the County where the project is located within three (3) calendar days of the Notice to Proceed. The Contractor will be subject to a \$500.00 per calendar day penalty if it is late in filing the Notice of Commencement.
  - c. A critical path construction schedule will be attached to the contract documents as Exhibit "E." If a Request for Proposal is selected it will be required to provide a final schedule consistent with these instructions prior to execution of the Contract. The schedule is to show monthly completion deadlines and should any of these deadlines not be met within the allocated timeframe and subject to delays beyond the Contractor's control, the Contractor will employ whatever means and methods necessary (including weekend work, overtime and extra manpower) to maintain the original Milestone Dates at no additional cost to the Owner. The CPM Schedule will be required to be updated on a monthly basis throughout the construction of the project and may require revising logic ties to maintain project Milestone Dates. In addition to the CPM Schedule, the Contractor shall forward a two week "Look Ahead" schedule each week to the Owner.
  - d. All punch list items shall be completed within seven (7) days after receipt of the list unless otherwise agreed to by the Owner.

## 18. ASSIGNMENT OF CONTRACT

The Contractor specifically understands and agrees that the executed Contract for the work covered by this Invitation to Request for Proposal may be assigned by the Owner to a third party with all rights and remedies pertaining thereto.

19. TERMINATION

The Owner shall reserve the right to terminate the contract at its sole discretion and for its convenience, within seven (7) days of written notification to the Contractor and Surety. The Owner will pay for that part of the work completed including the associated overhead and profit as has been properly performed and approved. Payment for such authorized work shall be the sole remedy between the Parties.

20. CHANGE ORDERS

- a. Unit Prices may be utilized as the basis for negotiating change orders on work related to the project, or for negotiating additions or deletions to the Contract Price.
- b. For approved changes in the work, the total to be added and/or credited to the actual cost for combined overhead, general conditions, and any profit shall be based on the following schedule:
  - i. For the Contractor, the Work performed by the Contractor's own forces, five percent (5%) of the cost.
  - ii. For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.
  - iii. For each Subcontractor of Contractor involved, for Work performed by that Subcontractor or Subcontractor's own forces, ten percent (10%) of the cost.

21. ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances may be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

Contractor acknowledges that the allowances are sufficient in amount to allow completion of the Work subject to the allowance for the sums stated unless the Owner chooses to upgrade the quality of the materials or work to be provided subject to such allowance. The allowance shall include, at a minimum, the following costs:

- (1) the cost to the Contractor of the materials and equipment required by the allowance delivered at the site, and all applicable taxes
- (2) the Contractor's costs for unloading and handling on the Job Site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance

22. ALTERNATES & VALUE ENGINEERING

Contractor may provide a list of Alternates and or Value Engineering items in the response to the Request for Proposal.

23. SUBCONTRACTORS

- a. The Owner reserves the right to reject any Subcontractor proposed by the Contractor for specific phases of the Work, at Owners sole discretion.
- b. The Contractor will be required to have a forty-eight (48) hour termination notice in his Agreements with his Subcontractors in the event of non-performance by the Subcontractor.

- c. The Contractor shall provide a list of the proposed Subcontractors. Any additions or changes to said list shall be approved in writing by Owner.

24. FUNDING

The Contractor acknowledges that the Owner's funding for its obligations for this work may be pursuant to a construction loan. At the time of execution of an agreement between Owner and Contractor, the Contractor agrees to execute a "Contractor's Agreement" if required by the Lender

25. DAMAGES

The Contractor specifically understands and acknowledges that the Owner has entered into leases with Tenants and that the dates outlined in the "Project Schedule" for certain pad deliveries or completion of certain portions of the work are required to satisfy certain commitments to the Tenants. Owner's failure to satisfy these commitments to the Tenant will result in a significant financial hardship, which is difficult to quantify.

Notwithstanding anything to the contrary, Contractor shall be liable to Owner for all of Owner's actual damages, including but not limited to tenant liquidated damages, lost or abated rent, lost profit, increased financing costs, and increased Owner construction management costs, suffered as a result of Contractor's failure to achieve the relevant milestone or delivery dates.

The Owner may deduct its actual damages from any unpaid amounts then or thereafter due the Contractor. Any damages not deducted but due the Owner shall be payable to the Owner upon demand, together with interest from the date of demand at the applicable commercial account rate.

26. DELAYS

The Owner will not be responsible for damages due to delays in the work caused by adverse weather conditions, government delays, utility company delays, separate Contractors employed directly by major tenants, or delays beyond the control of the Owner. The Contractor's sole remedy shall be an extension of time commensurate to the actual delays for any delays beyond the General Contractor's control. Adverse weather conditions are defined as days above and beyond normal weather conditions. The "30 year" history report as prepared by the National Oceanic and Atmospheric Administration, (NOAA) would state what is expected as normal weather conditions. Impact of adverse weather conditions would be defined as days contractor cannot perform any work identified on the construction schedule's critical path.