FULTON COUNTY

Vision

People *Families* *Neighborhoods*

Mission

To serve, protect and govern in concert with local municipalities

Values

People *Customer Services*
Ethics *Resource Management*
Innovation *Equal Opportunity*

PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 11RFP78846K-MH

CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR EXPANSION AND MAJOR RENOVATION FOR THE AUBURN AVENUE RESEARCH LIBRARY

For

ATLANTA-FULTON PUBLIC LIBRARY SYSTEM CAPITAL IMPROVEMENT PROGRAM - PHASE 1

RFP DUE DATE AND TIME: December 1, 2011 at 11:00A.M.
RFP ISSUANCE DATE: October 31, 2011
PURCHASING CONTACT: Mark Hawks
E-MAIL: Mark.Hawks@fultoncountyga.gov

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

11RFP78846K-MH
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR EXPANSION AND MAJOR RENOVATION FOR THE AUBURN AVENUE RESEARCH LIBRARY OF PHASE 1 LIBRARY CAPITAL IMPROVEMENT PROGRAM
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SECTION 1
INTRODUCTION

1.1 PROJECT DESCRIPTION

Fulton County, Georgia ("County" or "Owner") is seeking qualified firms to provide Construction Management at Risk Services ("CM Services") for the expansion and major renovation of the Auburn Avenue Research Library on African American Culture and History ("AARL").

This project will require all pre-construction, construction, quality control, etc., services necessary to complete the pre-construction and construction phases of the library projects.

The Project consists of the following major elements: Construction Management at Risk ("CM at Risk" or "CM") Pre-Construction & Construction Services for the expansion and major renovation of the Auburn Avenue Research Library on African American Culture and History:

- ***Auburn Avenue Research Library (Project #L009) – Expansion and Renovation of Existing 38,165 sf Research Library.***

Fulton County, Georgia ("County" or "Owner") is seeking proposals from qualified Contractors to provide CM at Risk services for the expansion and major renovation of AARL in the Atlanta-Fulton Public Library System. The County intends to select one CM at Risk firm for each library contained in this RFP.

The County will issue contracts to the successful proposers for pre-construction services. At 50% construction documents, the selected CM shall submit a GMP ("Guaranteed Maximum Price") package. If County and selected CM agree upon GMP package, a GMP Amendment will be issued by the County to the CM for construction services.

Through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers for the **expansion and major renovation of the AARL.**

COUNTY OBJECTIVES

The following are the County Objectives for this project:

- The selected CM at Risk firm shall provide pre-construction services, including but not necessarily limited to, constructability reviews, design

reviews, provide detailed pricing throughout the design process, BIM modeling / coordination throughout the design process, scheduling, and participate in LEED (Leadership in Energy and Environmental Design) design charrettes. The CM at Risk firm shall provide GMP pricing and schedule at 50% Construction Documents (CD's) issuance for the County to review and approve.

- If the County approves of the submitted GMP package submitted by CM at Risk, an Amendment to the Agreement will be issued to the CM at Risk to construct the branch library. Reference Volume 3, GMP Amendment.
- The County's goal for the library projects is to obtain LEED Silver Certification for the AARL expansion and renovation project. The selected CM at Risk Firm shall participate in the LEED Certification Process. Reference the LEED Implementation Plan in Volume 2.
- The County requires the CM at Risk firm (and its Mechanical, Electrical, Plumbing and Structural Steel subcontractors) to utilize BIM (Building Information Modeling) software to coordinate 3D modeling programs generated by Architectural and Engineering firms in order to perform take-offs, clash detections, shop drawing reviews/submittals, modeling, constructability reviews, as-built drawings (both existing and new construction), renderings, animations and any other services as required by the County or PMT. These services shall occur in both pre-construction and construction phases of the project.
- The County requires the CM at Risk firm to utilize the Project Control software that will be purchased by the County. The software will be web based. The County will provide the CM at Risk with one seat for the software - CM at Risk shall be responsible for all other software seats they will need (for purposes of bidding, please use $1,000.00/seat (one year term) for Project Control Software). The County will provide general training to one member of each CM at Risk firm, any further training required by CM at Risk will be the responsibility of the CM at Risk firm. It will be required that the Contract Management software contain all project correspondence, including but not limited to, transmittals, submittals, Requests for Information ("RFI's"), RFP's, document control, change orders, letters, memorandums, meeting minutes, phone logs, e-mails, letters, etc. The CM shall provide scheduling software in either Microsoft Project (2007 or newer) or Primavera P6. The Scheduling software shall contain all schedules during pre-construction and construction phases of project.
- The County is also providing a Bond Execution Program to assist Proposer's with bonding capacity, who currently have bonding capacity, but at a level not sufficient to meet the RFP's bonding requirements. For more information and time restrictions on the Bond Execution Program – see Section 7.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the Construction Management at Risk Services for branch libraries to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.1.1 Permits

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

1.1.2 Rights of Way/Easements

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

1.2 BACKGROUND

The Stakeholders of the Atlanta-Fulton Public Library System realized that a comprehensive master plan for library facilities was needed. The Board of Commissioners and Library Board of Trustees developed a plan to guide decisions on facilities: identifying where citizens were un-served, where they were underserved, where libraries were most needed, what was the optimal size, and what improvements need to be made to our existing facilities – a plan that examined these issues for the entire service area, not just one neighborhood or community. Most importantly, this much needed and desired plan must be fair, unbiased, and based on good information and valid, authoritative data. We believe this plan accomplishes this.

On July 16, 2008 the Fulton County Board of Commissioners voted to place a $275 million bond referendum on the November 4, 2008 ballot to implement the Library's Facility Master Plan. The referendum was approved with 65% support.

The Facility Master Plan is exclusively focused on facilities, not collections, services, or programs within our libraries. Determining these service needs is

ongoing and the input of our citizens and library staff is critical as we evaluate and plan for new and renovated libraries. As new facilities are built, community involvement will be essential. Branch libraries should not be mirrors of each other. A cookie-cutter approach will not work for our urban, suburban and rural system where we serve diverse communities with different needs. It is also important to note that superb library service can be delivered from all library sizes.

The Atlanta-Fulton Public Library System has not completed a thorough, comprehensive analysis of facility needs since the mid-1980's when a bond referendum was approved by voters. This bond issue built many of our existing library facilities. This important, multi-year construction effort resulted in facilities that have served the public well. However, 20 years later, there are notable facility needs-infrastructure improvements, interior updates, and reprogramming of spaces.

The Atlanta-Fulton Public Library System has a proven record of customer satisfaction with over 90% of our citizens who use our services. All of our 34 locations are open gateways to one library, one collection. Our talented, well-trained and empowered staff team is committed to providing excellent library service delivered equitably and with community needs and input in the forefront. We are sustained by strongly supportive elected officials; an effective, policy-making Board of Trustees; enthusiastic, engaged Friends of the Library; and a dedicated Library Foundation.

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1.3 PROCUREMENT PROCESS

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

1.4 SELECTION PROCESS

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

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

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

1.5 PURCHASING/ACCESSING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, http://www.fultoncountyga.gov under "Bid Opportunities".

1.6 SUBCONTRACTING OPPORTUNITIES

The Prime Contractors (CM) for each library project seeking subcontractors and/or suppliers will be required to advertise those subcontracting opportunities on the County's website, http://www.fultoncountyga.gov under "Subcontracting Bid Opportunities".

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Thursday, November 10, 2011 at 10:00 A.M.** in 4th Floor Auditorium at the Auburn Avenue Research Library, 101 Auburn Avenue, Atlanta, GA, 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP. **There will be a tour of the facility directly following the Pre-Proposal Conference.**

1.8 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **December 1, 2011 at 11:00 A.M.,** legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Department of Purchasing & Contract Compliance contact person:

Mark Hawks, Assistant Purchasing Agent
1330 Peachtree Street, SW
Suite 1168
Atlanta, Georgia 30303-3459
Fax: (404) 612-5812
Email: mark.hawks@fultoncountyga.gov

Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

1.11 PROHIBITION OF FUTURE CONTRACTS

1.11.1 Prime Contractor

The Prime Contractor selected to provide Construction Management Services, including any members of the selected Joint Venture ("JV") shall not be eligible to perform any other services within this program, during the term of this Contract or any extension thereof. Services for which selected Prime Contractors are ineligible include; design services, FF&E Consultant Services, Technology Consultant Services, Wayfinding Consultant Services, Construction Phase Inspection Services on Owners behalf, Geotechnical, Material Testing and Special Inspection Services.

1.11.2 Sub-Contractor/Consultant

Sub-Contractors and Consultants to Prime Contractors described in 1.11.1 shall not be eligible to perform design or construction management services under any circumstances where a conflict of interest exists or may potentially exist. A conflict of interest shall be defined as a review function of any work performed under the oversight of Prime Contractor's Program Management, Architectural Team, FF&E Consultant Services, Technology Consultant Services, Wayfinding Consultant Services, Construction Phase Inspection Services on Owners behalf, or Geotechnical, Material Testing and Special Inspection Services. In these circumstances the subcontractor/consultant shall not propose to work on that project.

1.11.3 Employee

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

END OF SECTION

SECTION 2
INSTRUCTIONS TO PROPOSERS

2.1 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – Refers to the executed contract between the County and Contracting Entity.

Approve – Where used in conjunction with the County's response to submittals, requests, applications, inquiries, reports and claims, the meaning of the term "approved" shall be held to limitations of the County's responsibilities and duties as described herein. In no case shall "approval" be interpreted as a release of the CM or other contractors from responsibilities to fulfill the requirements of their Agreements and Contract Documents.

Bid bond – Means a bond with good and sufficient surety or sureties for the faithful acceptance of the contract payable to, in favor of, and for the protection of the governmental entity for which the contract is to be awarded.

Calendar Day – Every day shown on the calendar.

Change Order – ("CO") A written order signed by the Owner and Contractor and, stating their agreement upon all of the following: (1) change/modification in the work; (2) the amount of the modification, if any, in the Agreement Price; and (3) the extent of the modification, if any, in the Agreement time.

Conflict of Interest – (1) A situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and professional interest or public interest; (2) A situation in which a party's responsibility to a second-party limits its ability to discharge its responsibility to a third-party.

Construction Manager at Risk – ("CM at Risk", "CM" or "Construction Management at Risk") The firm designated as in charge to lead the day-to-day activities to manage the pre-construction and construction services. A Constructor who is a party to the contract for construction (and pre-construction), pledged to the Owner to perform the work of construction (and pre-construction services) in accordance with the Contract Documents.

Consultant – A person (or organization) with an area of expertise or professional training who contracts to perform a service.

Contract Completion – The established completion date(s) set forth in the contract.

Contract Documents – The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

Contractor - A constructor who is a party to the contract for construction (and pre-construction), pledged to the Owner to perform the work of construction in accordance with the contract documents. See also Construction Manager at Risk definition.

County – Fulton County Government and its authorized representatives.

County's Designated Representative – The person appointed by Fulton County, Georgia, General Services Department as Assistant Director of Building Engineering / Library Services. This person will be the day-to-day, primary contact for the PMT, processing project concerns with the appropriate county authorities as required to provide any direction needed from the county.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Contractor's Representative – The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions and who shall supervise and direct the construction.

Final Completion – The date of final completion of the work is the date certified by the Owner, Architect, Engineers and the Construction Manager when all construction is fully complete, including certification of all punch list items, and when all records documentation and other closeout items required by the Contract Documents have been reviewed and found acceptable by the County.

General Conditions- The General Conditions of the Agreement for construction that govern the rights, duties, and obligations of the parties.

Good Faith Efforts – Mean those active and aggressive measures undertaken by a bidder to acquire MFBE (Minority, Female Business Enterprise) utilization. For determination of Good Faith Efforts, see Section 6, 6.2.

Guaranteed Maximum Price (GMP) – The full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract. The contractor is responsible for cost overruns, unless the GMP has been increased via formal change order (only as a result of additional scope request from the County, not price overruns, errors or omissions).

GMP Package – Package that CM will be required to submit at 50% Construction Documents containing detailed construction cost estimate and construction/master schedule.

Inspector – An authorized representative of the PM Team assigned to make all necessary inspections of any or all portions of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

Jobsite – Location where construction activity shall be performed under this contract.

Joint Venture (JV) - A contractual agreement joining two or more persons, partnerships, corporations or any combination of business entities partnering as one firm for the purpose of executing a particular project or event. Every entity agrees on percentage of profits, losses and ownership within the organization.

Major Subcontractors – Major Subcontractors are typically, Site/Site Utilities, Concrete, Mechanical, Electrical, Plumbing, Structural Steel and any other subcontractors the Owner deems as a Major Subcontractor.

Materials – Any substance specified for use in the construction of the contract work.

Modifications- Binding changes, addenda, revisions, or the like, to the Work or the Agreement documents, including changes to work made by Change Order.

Notice to Proceed (NTP) – A written notice from the County to the Contractor to begin the actual contract work on a previously agreed date.

Offeror – (or "Proposer") The entity or individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Owner's Representative Team – The Owner's Representative Team shall include staff from the following departments; General Services, Public Works, Risk Management, and Purchasing & Contract Compliance.

Payment Bond – Means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the construction contract.

Performance Bond – Means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done.

Plans - That portion of the Contract documents depicting in drawings, the shapes, outlines, dimensions, characteristics, scope and other similar requirements governing the work, or portions thereof, prepared by the Designer and including revisions thereto. The term is used interchangeably with the word "Drawings" and includes without limitation Standard Details and Drawings.

Principal – (1) The principal authority or person responsible for a business such as architecture, engineering or construction; (2) In professional practice, any person legally responsible for the activities of the practice.

Program Manager (PM) - Executive in charge as designated by Program Management Team to lead the day to day activities of the team.

Program Management Team (PMT) – The team that is to support the implementation of the Atlanta-Fulton Public Library System Capital Improvement Program, Phase 1. The PMT shall work directly with Owner in development and

oversight of the Program and coordinate all services required to plan, design and construct the Facility Master Plan.

Progress Payment – Certified request for payment from Construction Manager, requiring certification of the Architect before submittal to the Owner.

Project – The project is the total construction of each individual branch library contained within this Request for Proposal. There are five branch library's/projects contained in this Request for Proposal.

Proposal – The document submitted by the offeror in response to this Request For Proposal.

Proposal Bond or Guaranty - The security furnished with the proposal to guarantee that the Offeror will enter into a contract if their proposal is accepted by the County.

Proposer – The entity or individual submitting a proposal in response to his Request For Proposal.

Request for Proposal (RFP) – All documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals

Responsible Offeror – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive Offeror – A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

Scope of Work ("Work") – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

Subcontractor – An individual, firm, corporation or any combination thereof, having a direct contract with Contractor (CM) for the performance of a part of the work.

Substantial Completion- The date certified by the Engineer when all or part of the work, identified in the Engineer's certification, is sufficiently completed in accordance with the requirements of the Agreement documents so that the

identified portion of the work can be utilized for the purposes for which it is intended.

Work – All the services specified, indicated, shown, or contemplated by the Agreement documents and the furnishing by Contractor of all materials, equipment, labor, methods, processes, construction and other things necessary to complete such services in accordance with the Agreement documents and that will ensure a functional and complete facility.

Wrap-Up Program - An Owner Controlled Insurance Program (OCIP) providing general liability and excess liability coverage for activities at single or multiple construction/project sites to include designated project related parties (such as the Owner, Enrolled CM and Enrolled Subcontractors). Coverage is provided as a "wrap-up" under one program, as opposed to requiring each party to separately provide their own coverage. In this manner, the Owner achieves consistent coverage and has the ability to establish a program that covers the entire course of construction and coverage for any liability claims post construction. In exchange for this coverage, the Owner shall remove or deduct the CM's insurance costs from their respective contract amount.

Written Notice – A written statement transmitted from one party to an authorized representative of another party.

2.2 NO CONTACT DURING PROCUREMENT PROCESS

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

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

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

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

D. For the **RFP #11RFP78846K-MH ONLY**: The County is making an exception to Section 2.2, No Contact During Procurement Process, pursuant to Policy 800-9, and will allow any potential Proposer who has interest in participating in the Bond Execution Program, to have contact with the County's Risk Management Representative and the County's Surety Representative.

The County's representative will contact all interested potential proposals.

This exception only applies to Section 7.1 Bond Execution program of the RFP. The No Contact During Procurement Process policy still applies to all other sections of the RFP.

2.3 CLARIFICATION & ADDENDA

Offerors may submit requests for clarifications or interpretations regarding this RFP and the Contract. Offerors must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Offerors are cautioned that if Offerors do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Monday, November 21, 2011 at 2:00 P.M.,** local prevailing time. Offerors are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Offeror of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing & Contract Compliance
Attn: Mark Hawks, Assistant Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Offerors who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Offerors.
During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Offeror is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.4 TERM OF CONTRACT

The contract will commence as of the date the contract is executed by the Chair of the Board of Commissioners and attested to by the Clerk to the Commission and delivered to the Contractor.

Term of Contract for Pre-Construction Services Contract shall be 365 calendar days from the issuance of the Notice to Proceed.

At 50% Construction Documents, CM shall submit GMP Package for construction services. If Owner and CM agree upon GMP Package, a GMP Amendment will be issued by County, to CM, for Construction Services. The GMP Amendment shall be for term of the approved construction schedule.

2.5 REQUIRED SUBMITTALS

See **Exhibit B** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

2.6 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of one (1) Atlanta Fulton Public Library staff member, one (1) General Services Department staff member, two (2) Purchasing Department staff members and one (1) Finance Department staff member who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.7 DISQUALIFICATION OF OFFERORS

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

2.8 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest offeror and the County reserves the right to award the contract to the responsible offerors submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any offeror to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the offeror. Such information may include, but shall not be limited to, current financial statements by an independent Certified Public Accountant; verification of availability of personnel; and past performance records.

2.9 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.10 GEORGIA UTILITY CONTRACTOR'S LICENSE

A Utility Contractor's License is required to perform this work in accordance with O.C.G.A. §43-14-8.2(h). Form C1: Georgia Utility License Certification in Section 5, Purchasing Forms must be completed and submitted by the contractor/subcontractor performing the work. Form C1 will be required to be submitted at time of Utility Contractor selection by CM. Form C1 is not required at the time of RFP Proposal submission.

2.11 GENERAL CONTRACTOR'S LICENSE

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

Bidders must complete Form C2: Georgia General Contractors License Certification in Section 6, Purchasing Forms. Failure to provide the required license shall deem your bid non-responsive.

2.12 PROFESSIONAL LICENSES

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

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

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in

Section 6, Purchasing Forms. Failure to provide the required license may deem your bid non-responsive.

2.13 INSURANCE AND RISK MANAGEMENT PROVISIONS

Fulton County ("County") anticipates providing a Wrap-Up Program ("Wrap-Up") for the Library Capital Improvement Program that will include General Liability and Excess Liability insurance. The Program is intended to cover each Construction Manager, its Trade Contractors and Subcontractors (collectively known as "Contractor") who are providing direct labor on this project and complete the Wrap-Up enrollment process. The Owner will pay all Wrap-Up premium costs. Enrollment into the OCIP Program shall be for the Construction Phase portion of project.

The selected CM will be responsible for their insurance coverage, at coverages shown in Section 7 of this RFP, for the Pre-Construction Phase of the project.

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP. Please also refer to General Conditions, sections 00700-98 and 00700-99.

Bonding Requirements:

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

A. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the County and authorized to act as such in the State of Georgia.

B. Such bonds shall conform to the forms provided with the Bid documents and be completed in accordance with the instructions.

C. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Offeror, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the work.

D. The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Alterations, extensions of the time allowed for performance, extra and additional work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

Bid Bond or Guaranty – Each proposal must be accompanied by a Bid Bond/Guaranty in the amount of five percent (5%) of the Branch Library budget price for which they are submitting a proposal. The Proposer must submit a separate bid bond for each project in which they are submitting on within this RFP. The Bid Bond/Guaranty shall be included in a separate, sealed envelope marked "Bid Bond/Guaranty". The Bid Bond/Guaranty Form can be found in Section 8 of this RFP.

If the Proposer is submitting as a JV Team, the Proposer may submit a Bid Bond issued by one of the JV Partners.

Payment & Performance Bond – The CM at Risk firm awarded the contract for the project must provide a Payment Bond and Performance Bond in the amount equal to one hundred percent (100%) of the GMP amount included in the GMP Amendment to the Contract (See Volume 3) prior to the execution of the GMP Amendment. The Payment and Performance Bond Forms can be found in Section 9 of this RFP. Payment & Performance Bonds are not required at time of RFP Proposal submission.

2.14 LIQUIDATED DAMAGES

The performance of the Work within the specified time is essential to the County. The provision which establishes liquidated damages to be paid to the County in the event that the Work is not completed on schedule is located in the General Conditions, section 00700-96, of the RFP.

2.15 ACCURACY OF RFP AND RELATED DOCUMENTS

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

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.16 RESPONSIBILITY OF OFFEROR

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

2.17 CONFIDENTIAL INFORMATION

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

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

2.18 COUNTY RIGHTS AND OPTIONS

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

- The County reserves the right to assign a different CM at Risk firm to each of the branch libraries projects contained within Phase 1 of the Atlanta Fulton Public Library's Capital Improvement Program (10 total branch projects contained in Phase 1, 1 of which are included in this RFP). The Auburn Avenue Research Library project, in Phase 1 of the Capital Improvement Program, will be open to all CM's even if they have been awarded a library project in Phase 1,

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.

- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the

Offerors. A Offeror, by submitting a Proposal, agrees to be bound by any modifications made by the County

- All costs incurred by an Offeror in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Offeror.

- The County reserves the right to reject all Proposals and components thereof to eliminate all Offerors responding to this RFP from further consideration for this procurement, and to notify such Offerors of the County's determination.

- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.

- The County reserves the right to waive any technicalities or irregularities in the Proposals.

- The County reserves the right to eliminate any Offeror who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

- The County may request Offerors to send representatives to the County for interviews and presentations.

- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Offeror(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

- The County reserves the right to discontinue negotiations with any selected Offeror.

- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.

- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County

- The County may add to or delete from the Project Scope of Work set forth in this RFP.

- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.

- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.

- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

- The County reserves the right to conduct investigations of the Offerors and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

2.19 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

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

2.20 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Offeror from further participation in any negotiation process if the County determines that such Offeror is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Offerors and such Offeror is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Offeror, which shall be sent in writing, signed by the County.

2.21 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.22 ADDITIONAL OR SUPPLEMENTAL INFORMATION

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

2.23 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the County's Designated Representative.

2.24 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verifty.uscis.gov.enroll.

See Section 5, Proposal Forms for declarations and affidavits.

2.25 AUTHORIZATION TO TRANSACT BUSINESS

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

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

2.26 RIGHT TO PROTEST

Any actual bidder or offeror who is aggrieved in connection with the solicitation or award of a contract shall protest in writing to the Director of Purchasing & Contract Compliance. An actual bidder or offeror is defined as a person or entity who has submitted a bid or proposal on the project for which they are filing a protest. A protest shall be submitted to and received by the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity known or should have known of the solicitation, the award of contract to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

2.27 COOPERATION

The County has hired a Program Management Team ("PMT") to oversee, monitor, direct, check, review and comment on the Pre-Construction Services and Construction Services (if awarded). The selected CM at Risk firm will work in cooperation with the County's PMT, Architects/Engineers, Specialty Consultants (FF&E, Wayfinding, IT/Security/AV), County Staff, Library staff and Library Administration. Fulton County may hire a Construction Manager Agent ("CM Agent") to act as their representative to oversee, monitor, direct, check, and review construction during the Construction Phase of project. CM at Risk will be required to work in cooperation with CM agent as well.

2.28 FIRST SOURCE JOBS POLICY

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing and Contract Compliance valued in excess of $200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any

project funded in whole or in part with County funds with residents of Fulton County. Forms are provided in Section 6 of this RFP.

2.29 SUBSTITUTION OF APPROVED KEY TEAM MEMBERS

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

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

2.30 GENERAL REQUIREMENTS

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.

2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent

Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.

4. Proposals received after the time and date specified will not be opened or considered.

5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.

7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.

8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.

9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The

withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.

11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.

12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.

14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.

15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.

19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.

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

21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be “non-responsible” in the future.

22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.

24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.

25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.

26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.

27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.

29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.

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

officials and staff regarding pending awards of County contracts shall be prohibited.

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

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

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

31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".

32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

33. By making a submission, it is understood and agreed that the submitting entity consents to the County contacting any parties referenced in the entities response including, but not limited to, all project owners and references herein.

34. Attached as Volume 3, is the most current version of the County's' standard agreement form for Construction Management Services as well as the GMP Amendment to Agreement between Owner and Construction Manager. By submitting a response to this RFP, submitters acknowledge and agree that they have reviewed these standard forms and have no objection to them. Further, if selected by the County, Proposers acknowledge and agree that they will execute these standard forms agreement, subject to the County's' right to make revisions and modifications.

END OF SECTION

SECTION 3
PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **December 1, 2011** at **11:00 A.M.** and must be addressed to:

REQUEST FOR PROPOSALS RFP #11RFP78846K-MH
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit B). The Technical Proposal shall include Proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS RFP #11RFP78846K-MH
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address

3.1.2 Number of Copies

Proposers shall submit the following:

Technical Proposal, one (1) hard copy original and five (5) copies on CD media in PDF format.

Contract Compliance Exhibits, one (1) hard copy original with the hard copy Technical Proposal marked “Original” and one (1) hard copy in a separate sealed envelope.

Financial Information, one (1) hard copy original with the hard copy Technical Proposal marked “Original” and one (1) hard copy in a separate sealed envelope. Do not include Financial Information on CD media.

Cost Proposal, one (1) hard copy original and one (1) hard copy in a separate sealed envelope. Do not include Cost Proposal Information on CD media.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK

The selected CM shall provide pre-construction services that include, but not necessarily be limited to drawing reviews and reports; constructability reviews; value engineering reports; detailed cost estimates; scheduling; BIM modeling; Construction Phasing Options Reports (showing temporary partition plans, Library user safety plan, coordination with existing/operating facility, etc.) and LEED charettes.

At 50% Construction Documents, the selected CM shall provide a GMP Package

to the Owner. Should the Owner and selected CM agree upon the GMP package, a GMP amendment to the contract shall be issued for construction services.

The construction phase services work generally will consist of an addition to the existing Auburn Avenue Research Library of a size to be determined in the programming phase of the design phase, but not less than 25,000 square feet, renovation of the existing building and site work to be determined by the programming phase of the design phase.

For a more detailed description of the Scope of Work, please see General Conditions Section 00700-92 Scope of Work.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services.

The Technical Proposal should be mechanically bound and should be limited to not more than 30 pages (sheets of paper - 8.5" x 11") printed on two sides. The 30 page limit does not include covers, dividers, JV Agreement (if applicable) or required forms in Section 5, Section 6, Section 7, or Section 8. Forms and requirements from Section 5 (Proposal Forms), Section 6 (Contract Compliance), Section 7 (Insurance), and Section 8 (Bid Bond) are not to be included in the 30 page count. Oversize pages will be counted as two pages. Submissions in excess of 30 pages will not be disqualified; however, clarity, brevity, and conciseness of this document will be evaluation criteria.

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

Section 1 - Executive Summary

The executive summary shall include the following information:

- Provide the legal name of the entity responding to this proposal.
- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
- Identify the Library branch contained within this RFP for which the Proposer is proposing. Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

- Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

Section 2 – Project Plan - Pre-Construction Services and Scheduling

The Proposer shall describe the approach to Pre-Construction Services and Scheduling. Proposer shall provide examples Pre-Construction services and schedule development from previous jobs and the resulting advantages / value to the project and Owner. Proposer shall also provide details of the CM at Risk Pre-Construction Services and Scheduling approach it intends to take in order to provide the best quality branch library to the County.

Section 3 – Project Plan – Construction Phase

The Project Plan must address the management approach to the construction phase in completing the work identified in Section 3.3 (Scope of Work), and Section 00700-92 (Scope of Work). At a minimum, the plan must identify all major tasks, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies, including best practices, that your firm utilizes, including but not limited to methodologies pertaining to phased construction; protection of existing facilities; indoor air quality maintenance during construction; and coordination with a working facility/operation during construction. Proposer shall also identify and describe project deliverables.

Describe how your firm implements quality control throughout the construction process. Provide samples/examples of your quality control program inclusive of applicable documentation. Describe who is involved in quality control management and what their responsibilities are. Describe what tools will be utilized to implement and monitor the Quality Control (QC) plan.

Section 4 - Approach to Providing a Best Value Project

The Proposer shall describe the approach it will take in order to provide the best value project for the County for the Capital Improvement Program. Proposer shall provide no more than three (3) examples from previous jobs and the resulting advantages to the project and Owner.

Proposer shall also explain, and provide previous examples, of how technology (i.e. contract management software, scheduling software, BIM software, punch list software, etc.) assists and adds value to the CM at Risk process. Please also explain how you renovated and expanded an existing facility that remained in operation during the construction phase of that project(s).

The Proposer shall submit the advantages that their firm, joint venture or partnership will bring to the project in meeting the goal of LEED Silver

Certification.

Section 5 – Relevant Project Experience

Consideration will be given to the successful completion of previous projects comparable in use, scope and complexity. This will include evaluating the firm's performance and quality of work on previous projects.

List the projects which best illustrate the experience of the firm which utilized the current staff which is being assigned to this project. (List no more than five (5) projects and do not list projects which were not completed by your firm or completed more than ten years ago). Include the following for each project:

- Name and location of the project.
- The nature of the firm's responsibility on the project.
- Project owner's representative name, address, telephone and facsimile number.
- Project user's representative name, address, telephone and facsimile number.
- Date project was completed or is anticipated to be completed.
- Size of project (Construction gross square feet).
- Cost of project (Construction cost).
- Work for which your firm was responsible.
- Present status of project.

Firm's project manager and other key professionals involved on the project and who of that staff would be assigned to the Project covered in this RFP.

Section 6 – Project Team Qualifications/ Qualifications of Key Personnel

The quality, experience and quantity of staff and their functions will be evaluated as well as the CM's capabilities to provide service to the County.

The Proposer shall name the actual staff to be assigned to this project, describe their ability and experience, and indicate the function of each within their organization and their proposed role on this project. It is the intent that the proposed staff shall be assigned to this project unless otherwise approved by the County. The staff shall be present at the time of interview (if Proposer is selected for interview by County).

Give brief resumes of key persons to be assigned to the project(s) including, but not limited to, the following:

a. Name and title.

b. Job assignment for other projects.
c. How many years with this firm. For sub-consultants, list prior projects your firm has worked with sub-consultant.
d. How many years with other firms.
e. Experience including types of projects, size of projects (dollar value and square footage), and specific project involvement.
f. Education.
g. Active registrations (if any).
h. If submitting as a joint venture or partnership, include the assigned staff for the joint venture or partnership and indicate which of the joint ventures partners employs the staff member.

CM shall identify who will be working on the Pre-Construction Phase of the Project and their location.

CM shall commit submitted Pre-Construction Manager, Project Manager, and Superintendent to the Project based upon Construction Start within a year of Pre-Construction Phase commencement.

Section 7 - Availability of Key Personnel

(1) Percentage of time key personnel will spend on this project
(2) Current workload of key personnel
(3) Proposers shall provide a list of outstanding projects, client names, status of completion, anticipated completion date, and dollars committed on open project workload. Furthermore, if the submitting firm is a joint venture or a partnership, they shall include projects from each firm comprising the joint venture or partnership.

Section 8 – Proposer Financial Information

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

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

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

(1) Provide audited financial statements for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
(2) The latest quarterly financial report and a description of any material changes in financial position since the last audited financial statement.
(3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
(4) Identify any evidence of access to a line or letter of credit.

Section 9 - Location of Firm

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

In order to receive the Local Preference points of ten (10) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP.

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

   The following supporting documentation must be provided:

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

2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

   The following supporting documentation must be provided:

- Provide the residential address of the business owner(s).

3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

   The following supporting documentation must be provided:

   - Provide a list of all employees name and address.

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

Section 10 – Disclosure Form and Questionnaire

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm’s business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form E.

Section 11 - Local Community Subcontractor Recruiting

The Proposer shall demonstrate their detailed plan on recruiting from the Branch library local community for subcontractors.

The detailed recruiting plan shall be community specific toward the branch in which they are submitting. The Proposer must supply a separate and community specific plan per library branch in which they are proposing.

Provide a detailed community specific plan on recruitment of the local subcontractors for the specific branch in which proposer is submitting. Detailed community specific plan to include, but not limited to, advertisement of project and work/employment opportunities within the community surrounding selected branch, proposed activities to enhance local subcontractors’ recruitment, and Proposers goals for local participation. The Proposer shall also provide details on what they have done on previous projects to encourage community recruiting and its effectiveness.

Section 12 - Local Community Involvement

The Proposer shall demonstrate their detailed plan on proposed local community outreach illustrating the proposed engagement with the local community and Auburn Avenues Research Libraries existing user base.

The detailed Community Involvement plan shall be community specific toward the Auburn Avenue Research Library ("AARL"). The Proposer must supply a separate and community specific plan per library branch in which they are proposing.

Provide a detailed community specific plan for Community Involvement at the AARL. Detailed community specific plan to include, but not limited to, activities in which they will provide outreach to community to give construction progress updates, activities to spur community excitement, etc. The Proposer shall also note any previous activities or programs in which they encouraged the local Communities involvement and its effectiveness.

Section 13 – Insurance Cost Calculation

The respondent shall complete Form 1, of Section 7 (Insurance and Risk Management Provisions), for each branch library in which they are proposing. Proposer shall use the budget amount listed in Section 8, Bid Bond, for use in estimating insurance costs.

Section 14 – Cost

The Proposer will be submitting; (1) Pre-Construction Services Cost (all inclusive not to exceed cost), and (2) Construction Phase Fee Percentage (%).

The respondent with the lowest total Pre-Construction Services Cost will receive the full 5 points. The respondent with the lowest total Construction Phase Fee Percentage will receive the full 5 points.

For respondents with the second, third, fourth, etc. costs, their total costs will be divided into the lowest cost and multiplied by 5, the total points allowed for each cost being submitted (pre-construction services cost and construction phase fee %).

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

<u>Lowest cost submitted</u>

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

3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope (for each branch library in which Proposer is submitting).** The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal and shall include hourly rates of CM's proposed staff for both the Pre-Construction (Introduction to Cost Proposal Form A) and Construction Phases (Introduction to Cost Proposal Form B) of the project.

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms (Forms A & B) provided.

Cost Proposal Forms (Forms A & B) are located within Volume 2 of the RFP.

3.6 SCOPE OF SERVICES TO BE PROVIDED BY OTHERS

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

- Architectural and Engineering (A/E) Firms
- Design Consultants for Furniture, Fixtures and Equipment (FF&E) Wayfinding, and Technology.
- Construction Monitoring and Inspection Services (CM Owners Agency).
- Geotechnical, Material Testing and Special Inspection Consultants.
- Environmental Consultants.
- Planning Consultants.
- Land Acquisition.
- Countywide / Enterprise IP Access Control & Video Surveillance System and Maintenance Program.

The Program Management Team (PMT) will assist the County in providing Program schedule, project controls, coordination of technical work, and management oversight of these Consultant teams, as requested.

END OF SECTION

SECTION 4
EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
Project Plan – Pre-Construction Services and Scheduling	15%
Project Plan – Construction Phase	15%
Approach to Providing a Best Value Project	5%
Relevant Project Experience	10%
Project Team Qualifications / Qualifications of Key Personnel	15%
Availability of Key Personnel	5%
Proposer Financial Information	5%
Location of Firm	10%
Disclosure Form & Questionnaire	5%
Local Community Subcontractor Recruiting	2.5%
Local Community Involvement	2.5%
Cost Proposal – Pre-Construction Costs	5%
Cost Proposal – Construction Fee %	5%
TOTAL POINTS	**100%**

SECTION 5
PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Form A: Non-Collusion Affidavit of Bidder/Offeror

Form B: Certification Regarding Debarment

Form C: Professional License Certifications

- Form C1 – Georgia Utility License Contractor License. *This Form is not required at time of RFP Proposal Submission. This form is due at time of Utility Contractor selection made by selected CM.*
- Form C2 – Georgia General Contractors License
- Form C3 – Georgia Professional License

Form D: Certificate of Acceptance of Request for Proposal

Form E: Disclosure Form and Questionnaire

Form F: Georgia Security and Immigration Contractor Affidavit/Agreement

Form G: Georgia Security and Immigration Subcontractor Affidavit

Form H: Local Preference Affidavit of Bidder/Offeror

5.2 PROPOSAL FORMS DESCRIPTION

The following paragraphs present an overview of each Proposal Form required.

Form A Non-Collusion Affidavit of Bidder/Offeror
The Proposal shall include a copy of Proposal Form A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

Form B Certification Regarding Debarment
Proposer shall complete and submit Form B, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

Form C Professional License Certifications
Proposer and any subcontractor(s) performing work required by state law to be licensed must complete and submit Form C and a copy of their license for the work they will perform on this project.

Form D Certificate of Acceptance of Request for Proposal Requirements
Proposer shall complete and submit Form D, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

Form E Disclosure Form and Questionnaire
Proposer shall complete and submit Form E, which requests disclosure of business and litigation.

Form F Georgia Security and Immigration Contractor Affidavit and Agreement
Proposer shall complete and submit Form F, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

Form G Georgia Security and Immigration Subcontractor Affidavit
Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit Form G, Subcontractor Affidavit.

Form H Local Preference Affidavit of Bidder/Offer

Proposer shall complete and submit Form H, which certifies that the Proposer is eligible to receive local preference points.

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

_____
(COMPANY NAME)

_____
(PRESIDENT/VICE PRESIDENT)

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

_____
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

FORM B: CERTIFICATION REGARDING DEBARMENT

(1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.

(2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

(1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.

(2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) ***Authority to suspend***.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) ***Causes for Suspension.*** **The causes for suspension include:**

1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

3) Conviction of state or federal anti-trust statues arising out of the solicitation and submission of bids and proposals;

4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:

    a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;

    b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;

    c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or

    d. Falsification of any documents.

i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.

ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code 102-421 and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

_____

(Legal Name of Proponent) (Date)

_____

(Signature of Authorized Representative) (Date)

_____

(Title)

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE CERTIFICATION

Contractor's Name: _____

General Contractor's License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM D: **CERTIFICATE OF ACCEPTANCE OF REQUEST FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #_____ to #_____, attachment(s) #_____ to #_____, and/or appendices #_____ to #, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company:_____

Signature:_____

Name: _____

Title:_____ Date: _____

(Affix Corporate Seal)

FORM E: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

   For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.
   Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

   (a) Whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

   (b) Whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating

any type of business practice; and

(c) Whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may

be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty or\f perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

_____
(Legal Name of Proponent) (Date)

_____
(Signature of Authorized Representative) (Date)

_____
(Title)

Sworn to and subscribed before me,

this _____ day of _____, 20__

_____
(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Subcontract Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

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

The Prime Contractor (Construction Manager) shall be responsible for ensuring that before each subcontractor is allowed to perform work, the Georgia Security and Immigration Subcontractor Affidavit must be completed and submitted to the Department of Purchasing & Contract Compliance.

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Subcontract Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-358(f), the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-358(f), in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

_____
(FULTON COUNTY BUSINESS ADDRESS)

_____
(OFFICIAL TITLE OF AFFIANT)

_____
(NAME OF AFFIANT)

_____
(SIGNATURE OF AFFIANT)

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

Notary Public: _____

County: _____

Commission Expires: _____

SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with it shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Fulton County that the contracting and procurement practices of Fulton County should not implicate Fulton County as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with Fulton County.

****Special Instructions for Construction Management ("CM") at Risk Projects****

A. PRE-CONSTRUCTION PHASE

The Prime Contractor must complete Contract Compliance Exhibits A – F (if applicable), and provide an Equal Business Opportunity Plan (EBO Plan) per the directions detailed in this section *at time of proposal submission*.

Prime Contractor must submit:

1. **Exhibits A-F**
2. **Equal Business Opportunity Plan (EBO Plan)**
3. **Form 2 (First Source Jobs Program)**

Subcontractor(s) must submit:
Any subcontractor(s) identified at the time of proposal submission, must submit the following exhibits:

1. **Exhibit A**
2. **Exhibit B**
3. **Exhibit D**

B. 50% CONSTRUCTION DOCUMENTS PHASE

The Prime Contractor (CM) must identify the major subcontractors that will be utilized during the construction phase (i.e, site, site utilities, foundation, steel, electrical, plumbing, etc.) at fifty percent (50%) of the construction document stage. Subcontractors identified at this point should be as a result of bid packages that have been developed, then advertised on Fulton County Bid Board, and received bids in Fulton County Purchasing Department. If, due to design progress, bid packages are not ready by 50% Construction Documents, the CM shall utilize their internal estimating

resources to estimate line items mentioned previously in order to submit their complete and detailed GMP pricing at 50% Construction Documents. The following exhibits are required to be submitted at 50% Construction Documents with the GMP submission:

Prime Contractor must submit:

1. **Exhibit C**
2. **Exhibit D**
3. **Exhibit E**
4. **Form 2 (First Source Jobs Program)**

Subcontractor(s) must submit:

1. **Exhibit A**
2. **Exhibit B**
3. **Exhibit D**
4. **Form 2 (First Source Jobs Program)**

C. <u>100% CONSTRUCTION DOCUMENTS PHASE</u>

The Prime Contractor <u>must</u> insure that all subcontractors that will be utilized on this contract have been identified for all bid packages released no later than eight (8) weeks after 100% Construction Documents release. The following exhibits are required to be submitted at 100% Construction Documents directly to the Office of Contract Compliance:

Prime Contractor must submit:

1. **Exhibit C**
2. **Exhibit D**
3. **Exhibit E**

Subcontractor must submit:

1. **Exhibit A**
2. **Exhibit B**
3. **Exhibit D**
4. **Form 2 (First Source Jobs Program)**

D. Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **<u>must</u>** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **<u>must</u>** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups. (Ex: subcontracting, joint venturing, etc.)

2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

E. Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information, per Special Instructions shown in Section 6, item 6.1, **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 2

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor's Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

6.3 DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

_____ _____
Title Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE:_____

ADDRESS:_____

_____

TELEPHONE NUMBER:_____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EXHIBIT B - EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

JOB CATEGORIES	**TOTAL EMPLOYED**		**TOTAL MINORITIES**		WHITE (*Not of Hispanic Origin*)		BLACK or AFRICAN AMERICAN (*Not of Hispanic Origin*)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRMS' NAME: _____

ADDRESS: _____

TELEPHONE: _____

This completed form is for (Check only one): _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal.** All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer:_____

ITB/RFP Number:_____

Project Name or Description of Work/Service(s):_____

_____

_____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is_____is not____a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

   _____

   _____

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: ($)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:_____**Title**:_____

Firm or Corporate Name:_____

Address:_____

_____

Telephone: ( )_____

Fax Number: ( )_____

Email Address:_____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To:_____
(Name of Prime Contractor Firm)

From:_____
(Name of Subcontractor Firm)

ITB/RFP Number:_____

Project Name:_____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

_____ _____
(Prime Bidder) **(Subcontractor)**

Signature_____ **Signature**_____

Title_____ **Title**_____

Date_____ **Date**_____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for_____
(ITB/RFP Number)

_____
(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;

2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;

3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name:_____ **Title:**_____ **Date:**_____

Signature:_____

Firm:_____

Address:_____

Phone Number:_____

Fax Number:_____

Email Address:_____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No._____

Project Name_____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) **Name of Business:_____**
Street Address:_____
Telephone No.:_____
Nature of Business:_____

2) Name of Business:_____
Street Address:_____
Telephone No.:_____
Nature of Business:_____

3) Name of Business:_____
Street Address:_____
Telephone No.:_____
Nature of Business:_____

NAME OF JOINT VENTURE (If applicable):_____

ADDRESS:_____

_____

PRINCIPAL OFFICE:_____

OFFICE PHONE:_____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.

2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?

3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.

4. Describe the estimated contract cash flow for each joint venturer.

5. To what extent and by whom will the on-site work be supervised?

6. To what extent and by whom will the administrative office be supervised?

7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?

8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?

9. Describe the experience and business qualifications of each joint venturer.

10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing:_____

12. The authority of each joint venturer to commit or obligate the other:_____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

Name	Race	Sex	Financial Decisions	Supervision Field Operation
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR_____
(Company)

Date:_____ **_____**
(Signature of Affiant)

_____
(Printed Name)

_____
(Company)

Date:_____ **_____**
(Signature of Affiant)

_____
(Printed Name)

State of_____:

County of_____:

On this _____ day of _____, 20___, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		**PROJECT NAME:**	
FROM:		**PROJECT NUMBER:**	
TO:		**PROJECT LOCATION:**	

PRIME CONTRACTOR		**Contract Award Date**	**Contract Award Amount**	**Change Order Amount**	**Contract Period**	**% Complete to Date**
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: $_____
TOTAL AMOUNT REQUISITION TO DATE: $_____
TOTAL AMOUNT REQUISITION TO DATE: $_____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	**Description of Work**	**Contract Amount**	**Amount Paid To Date**	**Amount Requisition This Period**	**Contract Period Starting Date**	**Ending Date**
TOTALS						

Executed By: _____ _____
(Signature) ***(Printed Name)***
Nortary: _____ **Date:** _____
My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of $200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.

2. The contractor shall provide the applicable details of every entry level job in writing within the required form.

3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS

7.1 Bond Execution Program

Fulton County has a Surety Bond Execution Program to assist Proposers on the Atlanta Fulton County Library Capital Improvement Program. The program is intended to assist Proposers increase bonding capacity to meet the minimum qualifications for the project Construction Manager at Risk.

The Criteria for Bond Execution Program Participation:

- Detailed underwriting submission.
- Identification of Project to be underwritten.
- Identification of present surety company and work program
- Aggregate and single job limit.

Any questions regarding Bond Execution Program or participation with the Bond Execution Program should be directed in writing to the Department of Purchasing & Contract Compliance contact person **by no later than November 14, 2011 at 4:00 pm**:

Mark Hawks
Assistant Purchasing Agent
130 Peachtree Street, SW
Suite 1168
Atlanta, Georgia 30303-3459
Phone: 404-612-5812 Fax: 404-335-5807
Email: mark.hawks@fultoncountyga.gov

For Participation in the Bond Execution Program, the Proposer **MUST** make contact with contact person prior to the date and time listed above.

7.2 Safety Plan Outline

Project safety is an integral part of the Construction Management @ Risk contract. It is the practice of Fulton County Government to require a comprehensive accident and loss prevention process for all Capital Projects.

The primary components of this process will include, but are not limited to, the following:

- Designate a project Safety Coordinator/Officer to ensure cohesive safety orientation of all project contractors/staff
- Develop onsite safety, accident investigation and return to work processes as critical elements in the complete construction process

- Establish a proactive safety audit/inspection schedules and safety rules in compliance with applicable laws and regulations
- Implementation of a Substance Abuse Program to include random, post accident and reasonable suspicion drug testing (this cost will be borne by Construction Manager)

The selected Construction Management @ Risk firm shall be required to provide Fulton County - Risk Management Division with a written safety plan prior to the start of any onsite work – Safety Plan is NOT due at the time of RFP Proposal submission. The safety plan must include the aforementioned components and the name of the contractors' project Safety Coordinator/Officer.

7.3 Bidding Instructions Relative to the Owners' Wrap-Up Program

Fulton County ("Owner") anticipates providing a Wrap-Up Program ("Wrap-Up") for the Library Capital Improvement Program that will include General Liability and Excess Liability insurance. The Program is intended to cover each Construction Manager, its Trade Contractors and Subcontractors (collectively known as "Contractor") who are providing direct labor on this project and complete the Wrap-Up enrollment process**.** The owner will pay all Wrap-Up premium costs.

Wrap-Up Steps:

1. Proposer is required to complete Form 1 of Section 7 and include in their RFP Response.
2. Each Contractor (CM) will submit their bid on a gross basis (inclusive of insurance costs). Bids shall include costs for General Liability and Excess Liability. See insurance limit requirements on page 2.

   The CM's insurance costs need to be included in the Pre-Construction cost asked for in the Cost Proposal Form, Form A. During GMP Development, the selected CM shall included insurance costs in their estimates.
3. Contractor will submit with their bid an insurance cost worksheet to identify their cost for General Liability and Excess Liability on this project. These insurance costs should be based on the Contractor's own rates. Bidders are also required to provide a copy of their declaration and rate pages from Contractor's current policies. This information will be reviewed and approved by the Wrap-Up Administrator. The approved insurance cost will be deducted from the contract amount resulting in a contract that is issued **net of insurance costs**.
4. Once a letter of intent or subcontract is issued, Contractors will complete enrollment forms for the Wrap-Up. Contractors shall not begin work until they have received a certificate for their enrollment in the Wrap-Up.

5. Initially, the estimated insurance cost (per the approved insurance worksheet) will be deducted from the total contract amount. At the end of the project, the total earned insurance cost will be adjusted based on the original bid deduct estimate and the actual earned per the payroll/receipts reports and/or audit. Total insurance cost will be calculated based on the rates used on the approved insurance worksheet. Any change in final insurance cost will be adjusted prior to Contractor's financial close out. Should, during construction, it be determined that the earned insurance costs will exceed the original estimate; an interim adjustment will be made.

Additional Information:

A. The Construction Manager shall be responsible for designing and implementing a comprehensive project specific safety, health and loss prevention program. All subcontractors will be required to follow the Contractor's safety, health and loss prevention program. A written Safety Plan is required to be submitted by the Construction Manager and accepted by Fulton County (Risk Manager) before any on-site work can begin. The Safety Plan must include but not limited to all items in the Project Contract concerning safety requirements, accident investigation procedures, safety audits/survey schedule, safety rules, return to work protocols and the name of the designated contractor's project safety representative.

B. The Construction Manager will implement a Substance Abuse Program to include Random, Reasonable Suspicion and Post Accident drug testing for this project. Contractors' employees may be tested for reasonable suspicion, as appropriate, throughout the construction process. This cost will be borne by the contractor.

C. Contractors covered under the Wrap-Up shall be responsible for reporting claims to the Construction Manager and providing full cooperation with any claim investigation.

D. The **Wrap-Up is not intended to provide coverage to every Contractor** under contract to the Construction Manager. Contractors not enrolled (at the Owner's discretion) in the Wrap-Up will be required to provide evidence of their own coverage **before starting work**.

E. Specific information regarding the Wrap-Up will be available when finalized prior to mobilization. Questions should be directed to the attention of the Wrap-Up Program Administrator.

F. Indemnification and Hold Harmless Agreement:

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or

investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

Fulton County – Library Capital Improvement Program

Form 1

INSURANCE COST CALCULATION

Date:		**Project Name/Phase:**	Fulton County Project Name
Our Firm Name:		**Hiring Contractor:**	
Contact/Title:		**Work Description:**	
Address:		**Contract Amount:**	
City, State:		**Est. Start Date:**	
Zip:		**Est. Completion Date:**	
Telephone No:		**Agent's Name/Contact:**	
Fax No:		**Agent's Telephone No:**	
Email Address:		**Agent's Fax No:**	

A. General Liability - Project Site Payroll/Receipts Only

G.L. Classification		G.L. Code	G.L. Rate/ $1,000	Estimated Payroll/Receipts	Insurance Cost	
1.					$	
2.					$	
3.					$	
4.					$	
A. General Liability Cost					$	(A)
B. Umbrella Excess Cost					$	(B)
C. SubTotal (A+B)			$		$	(C)
D. Overhead & Profit Percentage per Bid (ie; 10%)					$	(D)
E. Total Insurance Cost					$	(E)

The Owner anticipates providing coverage under a Wrap-Up Program. Accordingly, the Owner will eliminate the cost of insurance from the Contractor's initial contract amount. The amount to be deducted from the contract amount will be the higher of either the Insurance Costs indicated in Row E (as approved by the Wrap-Up Administrator) or the amount reflected in the Contractors' bid, whichever is higher. At project completion, an adjustment will be made based on actual earned insurance costs for each Contractor.

Signed by: **Title:**

PLEASE SUBMIT WITH BID

BASIS OF INSURANCE COST CALCULATION – COVERAGE AND LIMITS

1. **Commercial General Liability** $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operation Aggregate*
   $1,000,000 Personal Injury and Advertising Liability
   $ 50,000 Fire Legal Liability
   $ 5,000 Contractor Responsibility for Property Damage
   *Including term up to 5 years after substantial completion
2. **Excess/Umbrella Liability** -
   The Construction Manager: $5,000,000 Each Occurrence/Aggregate
   Contractors: $1,000,000 Each Occurrence/Aggregate

The General Liability is an Annual Aggregate and the Excess Liability is a General Aggregate during the course of construction. The General Aggregate will remain in place during the eight (8) year completed operations period.

The General Liability limits are re-instated annually during the course of the project. The Excess Liability limits are for all projects.

Fulton County – Library Capital Improvement Program

Form 1

INSURANCE COST CALCULATION INSTRUCTIONS

Construction Manager, Trade Contractors & Subcontractors Project Name	List name, address, contact person, telephone, and facsimile number of the bidder.
Project Location	Identify Project location.
Contract Amount	Identify the total amount of your bid.
General Liability Insurance Company	Identify the insurance company that now provides your General Liability coverage.
Policy Period	State the inception and expiration dates of your current General Liability and/or Excess policies.
A. GENERAL LIABILITY	
Classification	List the General Liability classification descriptions that apply to your work. This should be obtained from your current policy or insurance agent.
Code	List classification code numbers which apply. This can be obtained from your current policy or insurance agent. The General Liability (GL) Classification code is the 5 digit number that identifies the classification of operations of the Named Insured. The exposure basis for the classification is either payroll or revenues.
Rate	Fill in General Liability and Completed Operations rates for payroll and/or gross receipts. Obtain this information from your insurance agent to make certain the rate is current.
Estimated Payroll/Receipts	Fill in payroll and/or gross receipt amounts projected for work you will perform for each General Liability classification code.
Premium	Total primary premium(s).
Total General Liability Premiums	Total premium(s) for each classification.
B. Umbrella/Excess Cost	If applicable, fill in your Umbrella / Excess premium based on exposures associated with this Project.
C. Subtotal	Subtotal A + B + C above
D. Overhead & Profit	List the percentage of Overhead & Profit used in Bid
E. Total Insurance Cost	Subtotal times Overhead & Profit Percentage (D X E)

7.4 Fulton County will Provide Insurance Coverages per the Attached Wrap Up Manual for All Enrolled Contractors and Subcontractors of All Tiers

7.5 Other Insurance Provided by Fulton County as Follows:

Builders Risk:

Fulton County shall procure and maintain Builder's Risk Insurance on the entire work which provides "All Risk" coverage on the buildings, structure or work, and property of the Fulton County in the care, custody and control of the Contractor. The amount of such insurance shall at all times be equal to (100%) one hundred percent of the amount paid to the Contractor for work performed, or replacement value, whichever is greater. Fulton County will be the first Named Insured on the builders risk policy. The selected CM and all eligible and enrolled subcontractors of every tier will be provided coverage under the builders risk policy, including Waiver of Subrogation.

Builders Risk coverage will be provided with limits equal to the amount paid to the Contractor for work performed, or the replacement cost of the work, whichever is greater, subject to sub limits. The policy will cover structures and materials during the course of construction that are part of "the work" and will provide coverage for materials while in domestic transit, or while stored temporarily away from the project site.

- The Contractor will assume the responsibility for the first $5,000 of any claim that is within the purview of this policy.

Contractors Pollution Legal Liability:

Fulton County will maintain Contractors Pollution Liability coverage for the duration of this contract for on-site activities.

Pollution Legal Liability insurance providing coverage for pollution incidents at, under or emanating from the Project Site will be provided with coverage for third-party bodily injury, property damage, cleanup costs and defense costs. The policy will be written with a limit of at least $1,000,000.

- The Contractor will assume the responsibility for the first $5,000 of any claim that is within the purview of this policy.

SECTION 8
BID BOND

The Public Works Construction Law , 36-91-50(a), requires all bidders to submit Bid Bonds for all public works construction contracts with estimated bids or proposals over $100,000.

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall not be less than 5% of the total amount of the budget for the branch library in which the Proposer is submitting on. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

If Proposer is submitting as a Joint Venture (JV) Team, the bid bond can be issued by one of the JV Partners.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

For purposes of providing bid bonds, please use the following budget:

- *Auburn Avenue Research Library (L009)* *$13,300,478.00*

BID BOND
[INSERT PROJECT # AND TITLE]
FULTON COUNTY GOVERNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____

_____

hereinafter called the PRINCIPAL, and _____

_____

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of ____ _____Dollars and Cents ($_____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for **[INSERT PROJECT # AND PROJECT TITLE],** a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY. The PRINCIPAL shall execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY each in the amount of one hundred percent (100%) of the total contract price prior to execution of the GMP Amendment, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

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

($_____) being in the amount of five percent (5%) of the Contract Sum. The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and failure to provide Payment and Performance Bonds prior to execution of GMP Amendment.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____day of _____,_200_.

ATTEST:

_____
PRINCIPAL

_____ BY_____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____
SECRETARY

(CORPORATE SEAL)

_____
SURETY

_____ BY_____
(SEAL)

END OF SECTION

SECTION 9
BONDING REQUIREMENTS

Payment Bond – the Construction Management at Risk firm awarded the contract for the project must provide a Payment Bond in the amount equal to one hundred percent (100%) of the Guaranteed Maximum Price (GMP) prior to the execution of the GMP Amendment. The Payment Bond is NOT due at the time of RFP Proposal Submission.

Performance Bond– the Construction Management at Risk firm awarded the contract for the project must provide a Performance Bond in the amount equal to one hundred percent (100%) of the Guaranteed Maximum Price (GMP) prior to the execution of the GMP Amendment. The Performance Bond is NOT due at the time of RFP Proposal Submission.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that ***[insert name of contractor]*** (hereinafter called the "Principal") and ***[insert name of surety]*** (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant' shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes. **IN WITNESS WHEREOF,** the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this _____of _____, _____.

_____(SEAL)
(Principal)

By:_____

Attest:

_____
Secretary

_____(SEAL)
(Surety)

By:_____

Attest:

_____
Secretary

_____
(Address of Surety's Home Office)

_____
(Resident Agent of Surety)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____

(Insert name of Contractor)

(hereinafter called the "Principal") and _____(hereinafter called the

(Insert name of Surety)

"Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns, in the penal sum of _____*[100% of Contract amount]*, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **[NAME OF PROJECT]**, as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of _____, _____.

_____(SEAL)

(Principal)

By:_____

Attest:

_____

Secretary

_____(SEAL)

(Surety)

By:_____

Attest:

_____

Secretary

_____

(Address of Surety's Home Office)

_____

(Resident Agent of Surety)

END OF SECTION

COST PROPOSAL FORMS

Form A – Pre-Construction Services Cost
Form B – Construction Services Fee Percentage (%)

* Proposer must submit both Form A and Form B.

COST PROPOSAL FORM
FORM A – PRE-CONSTRUCTION SERVICES COST

Submitted To: Fulton County Government

Submitted By: _____

For: **RFP #11RFP78846K-MH, CONSTRUCTION MANAGER AT RISK SERVICES FOR EXPANSION AND MAJOR RENOVATION FOR AUBURN AVENUE RESEARCH LIBRARY**

Submitted on _____, 2011

In response to the Request for Proposal, the undersigned, hereby proposes to furnish all pre-construction, labor, technical and professional services, materials, supplies, equipment, General Conditions, insurance, overhead, and Fees for the satisfactory completion of the Pre-Construction Phase for a cost not to exceed cost of **XXX dollars ($XX,XXX.00)**, which amount is hereinafter called the Pre-Construction Services Cost.

For Changes in the Work beyond those contemplated by the Proposal Documents, we propose a Fee of _____ percent (%) of the actual costs reimbursable to the Construction Manager, as defined by the Proposal Documents.,

The undersigned agrees that this Cost Proposal constitutes a firm offer to the Fulton County Government ("County"), which cannot be withdrawn for sixty (60) calendar days from and after the due date or until a Contract for the Work is executed by the undersigned and the County, whichever is earlier. If necessary, the period of time specified may be extended by written agreement between the County and the Proposer or Proposers concerned.

The undersigned declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned further declares that it has examined and is fully familiar with all of the provisions of the Technical Documents and any addenda; that it has carefully checked all of the words and figures shown in its Cost Proposal; that it has carefully reviewed the accuracy of all statements in this Proposal and attachments; and that it has by careful examination of the Proposal Documents and any addenda ,satisfied itself as to the nature and locate of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the undersigned hereby agrees that the County, its departments and agencies and their representatives shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

If awarded a Contract, the undersigned agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) days after receipt of conformed contract documents for execution, the Bid Bond accompanying the proposal and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Payment and Performance Bonds must be submitted prior to execution of GMP Amendment.

Enclosed is a Bid Bond in the approved form, in the sum of ($_____)

_____ Dollars according to the conditions of "Instructions to Proposers" and Volume 1, Section 8 and provisions thereof.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contact specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the pre-construction services in full and complete accordance with the RFP, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

The Proposer agrees hereby to commence Pre-Construction Phase Services work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all Pre-Construction Phase Services work under this Contract within **365** consecutive calendar days from and including said date.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Proposal considers and incorporates any modifications to the originally issued Solicitation Documents included therein.

ADDENDUM # _____DATED _____

ADDENDUM # _____DATED _____

ADDENDUM # _____DATED _____

ADDENDUM # _____DATED _____

PROPOSER: _____

By: _____
[Name Typed or Printed]

_____
[Name Signed]

Title: _____

Business Address: _____

_____

_____

Business Phone: _____

Bidder's Contractor License No: _____
[State/County]

License Expiration Date: _____

Note: If the Proposer is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

Name	**Address**

COST PROPOSAL FORM
FORM B –CONSTRUCTION SERVICES FEE %

Submitted To: Fulton County Government

Submitted By: _____

For: **RFP #11RFP78846K-MH, CONSTRUCTION MANAGER AT RISK SERVICES FOR EXPANSION AND MAJOR RENOVATION FOR AUBURN AVENUE RESEARCH LIBRARY**

Submitted on _____, 2011

In response to the Request for Proposal, the undersigned, hereby proposes to furnish all construction (including additional work / change orders), labor, technical and professional services, materials, supplies, equipment, and General Conditions, insurance (pending mutual acceptance of GMP Amendment by Fulton County and Proposer/CM) for the satisfactory completion of the Construction Phase Services for a fee % of **XXX Percent (XX%)**, which amount is hereinafter called the Construction Fee %, which shall cover the CM's Overhead and Profit.

The undersigned agrees that this Cost Proposal constitutes a firm offer to the Fulton County Government ("County"), which cannot be withdrawn for sixty (60) calendar days from and after the due date or until a Contract for the Work is executed by the undersigned and the County, whichever is earlier. If necessary, the period of time specified may be extended by written agreement between the County and the Proposer or Proposers concerned.

The undersigned declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned further declares that it has examined and is fully familiar with all of the provisions of the Technical Documents and any addenda; that it has carefully checked all of the words and figures shown in its Cost Proposal; that it has carefully reviewed the accuracy of all statements in this Proposal and attachments; and that it has by careful examination of the Proposal Documents and any addenda ,satisfied itself as to the nature and locate of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the undersigned hereby agrees that the County, its departments and agencies and their representatives shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

If awarded a Contract, the undersigned agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) days after receipt of conformed contract documents for execution, the Bid Bond accompanying the proposal and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Payment and Performance Bonds must be submitted within ten (10) days of GMP Amendment.

Enclosed is a Bid Bond in the approved form, in the sum of ($_____)

_____ Dollars according to the conditions of "Instructions to Proposers" and Volume 1, Section 8 and provisions thereof.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contact specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the RFP, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

The Proposer agrees hereby to commence Construction Phase Services work under this Contract, with adequate personnel and equipment, on a date to be specified in the agreed upon GMP Amendment and to fully complete all work under this Contract within **a date to be specified in the agreed upon GMP Amendment**.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Proposal considers and incorporates any modifications to the originally issued Solicitation Documents included therein.

ADDENDUM # _____DATED _____

ADDENDUM # _____DATED _____

ADDENDUM # _____DATED _____

ADDENDUM # _____DATED _____

PROPOSER: _____

By: _____
[Name Typed or Printed]

_____
[Name Signed]

Title: _____

Business Address: _____

_____

_____

Business Phone: _____

Bidder's Contractor License No: _____
[State/County]

License Expiration Date: _____

Note: If the Proposer is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

Name	**Address**

END OF SECTION

GENERAL CONDITIONS

00700-1 FAMILIARITY WITH SITE

Execution of this agreement by the Construction Manager (CM) is a representation that the Construction Manager will visit the project site prior to submission of pre-construction cost estimates and execution of GMP Amendment, and will become familiar with the local conditions under which the work is to be performed (correlating personal observations with the requirements of this agreement).

00700-2 CONTRACT DOCUMENTS

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

Upon approval of GMP by County, the Owner shall furnish the Construction Manager (CM) the conformed copies of Contract Documents for execution by the CM and the CM's surety. CM and CM's Surety shall execute contract Documents at GMP Submission (50% Construction Documents) and at 100% Construction Documents.

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

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

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

Drawings and Specifications:

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

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

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

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

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

The CM shall have at least one copy of Contract Drawings and Specifications available at all times on the Project site.

CM shall prepare, maintain and submit to Design Professional and Owner, for their review and approval, the various logs, reports, schedules as set forth in this agreement. CM's complete performance of its obligation to prepare, maintain and submit those logs, reports and schedules is a condition precedent to Owner's obligation hereunder to make any payments to CM. These logs, reports and schedules shall not constitute nor take the place of any notice required to be given by CM to Owner or Design Professional pursuant to the Contract Documents.

CM shall maintain in a safe place at the Project site one record copy and one permit set of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Design Professional, in good order and annoted to show all changes made during construction. The record documents shall be continuously updated by CM throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives and Field Orders, and all concealed and buried installations of piping, conduit and utility services. CM shall certify the accuracy of the updated record contract documents. As a condition precedent to Owners' obligation to pay CM, CM shall provide evidence, satisfactory to Owner and Design Professional, that CM is fulfilling its obligation to continuously update the record Contract Documents. All buried and concealed items, both inside and outside the Project Site, shall be accurately located on the record Contract Documents, as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The record Contract Documents shall be clean and all changes, corrections, and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Owner and Design Professional for reference. Upon completion of the Work and as a condition precedent to CM's entitlement to final payment, the record Contract Documents, samples and shop drawings shall be delivered to Design Professional by CM for Owner. CM shall produce 3D electronic models containing as-built documents for transfer to Owner in fashion as determined by Owner.

CM shall advise Owner, its representatives and Design Professional of their requested or required participation in any meeting or inspection giving each at least one week written notice unless such notice is made impossible by conditions beyond CM's fault or control, in which case at least 48 hours prior written notice must be given.

00700-3 DEFINITIONS

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

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

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

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Policy and Procedures 800-6 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager (CM) shall mean the firm designated as in charge to lead day-to-day activities to manage the pre-construction and construction services. A constructor who is party to the contract for construction (and pre-construction), pledged to the Owner to perform the work of construction (and pre-construction) in accordance with the Contract Documents.

Contract Documents include the Contract Agreement, CM's Bid (including all documentation accompanying the Bid and GMP and any post-Bid documentation required by the County prior to the Notice of Award or with the generation of the GMP), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified (Guaranteed Maximum Price – "GMP") in the Agreement to be paid to the CM in consideration of the Work.

Contract Time shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

CM – Construction Manager at Risk. Responsible for Pre-Construction and Construction Services as detailed within this Request for Proposal.

CM Agent – Construction Management Agent. Party that the Owner hires to monitor daily construction activities on their behalf.

Owner or County shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Owner's Agent or County's Agent or County's Designated Representative or County's Authorized Representative shall mean firm(s) authorized and legal representatives (PMT, CM Agent, etc.) of the County. Roles and responsibilities shall be clarified during Pre-Construction and Construction initial meetings with CM.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Design Professional shall mean the firm or corporation responsible for the detailed design drawings and specifications.

Director - Director of the Department of General Services of Fulton County, Georgia or the designee thereof.

Final Completion shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Guaranteed Maximum Price Package (GMP Package) shall mean the agreed upon guaranteed maximum price (GMP), schedule and other inclusions for the construction of the Project.

Liquidated Damages shall mean the amount, stated in the Contract Agreement, which the CM agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the CM authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products shall mean materials or equipment permanently incorporated into the work.

Program Manager (PMT) shall mean the party that the Owner has hired as to create overall program for Library Capital Improvements Program. Responsibilities of Owner or Owners authorized and legal representatives shall be clarified during Pre-Construction and Construction initial meetings with CM.

Project Manual - The Contract Documents.

Provide shall mean to furnish and install.

Substantial Completion - The date certified by the County, Architects and Engineers when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the CM of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

00700-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

00700-5 REVIEW OF CONTRACT DOCUMENTS

Prior to submitting pre-construction cost estimates to the County, and continuously through pre-construction and construction phases, the CM shall carefully study and compare the contract documents and shall at once report to the Owner any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. If the CM has timely reported in writing any error, inconsistency, or omission to the Owner, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Owner, the CM shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The CM shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section “timely” is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

00700-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or Owner shall relieve the CM from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

00700-7 APPLICABLE LAW

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The CM shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The CM shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the CM agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Program Manager (PMT) against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the CM, his agents or employees.

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured by the CM. Owner shall reimburse CM for Building and land disturbance permits only. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the CM, the CM shall not be entitled to additional compensation or time. The CM shall obtain and keep in

force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

All trade permits and licenses necessary for the prosecution of Work shall be procured and paid for by CM. Permits and licenses to be acquired by CM with the assistance of the Design Professional include, but are not limited to Building, site, utility as well as health permits, or required for the construction or relocation of Fulton County water and/or sanitary lines and facilities; to the extent such water and/or sewer work is included in the Contract. If CM performs any Work without obtaining, or contrary to, such permits or licenses, CM shall bear all costs arising there from. All costs incurred by CM with respect to performing its obligations under this paragraph shall be considered a direct cost item and shall be considered reimbursable as Cost of the Work as provided for in this agreement. Owner shall fully cooperate with CM where necessary. CM shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

00700-9 TAXES

A. The CM shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the CM which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The CM shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The CM shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the CM for payment of any tax from which it is exempt.

B. The CM is obligated to comply with all local and State Sales and Use Tax laws. The CM shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the CM. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the CM has fully complied with this requirement.

00700-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, back charge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

00700-11 LIEN WAIVERS

The CM shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the CM.

00700-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Owner.

00700-13 ASSIGNMENT

The CM shall not assign any portion of this agreement or monies due there from (include factoring of receivables) without the prior written consent of the County. The CM shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

00700-14 FOREIGN CONTRACTORS

In the event that the CM is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

00700-15 INDEMNIFICATION

The CM hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the CM's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the CM or the CM's agents, servants, or employees, or by any of the CM's subcontractors or suppliers, and the CM shall indemnify and hold harmless the County, County's Authorized Representative, and the Program Manager, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Program Manager (PMT) negligence (except that no party shall be indemnified for their own sole negligence). The CM, if requested, shall assume and defend at the CM's own expense, any suit, action or other legal proceedings arising there from, and the CM hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County, the Program Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Program Manager, the County may withhold from any payment due or thereafter to become due to the CM under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Program Manager from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the CM to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the CM within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the CM.

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

The CM shall supervise and direct the work using the CM's best skill and attention. The CM shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the County or County's Agent. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the CM's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The CM shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the CM's Work depends for proper execution or results upon the work of the County or any separate contractor, the CM shall, prior to proceeding with that portion of the Work, promptly report to the Owner, in writing, any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) calendar days** of discovery of such discrepancy or defect. Failure of the CM to so report in writing shall constitute an acceptance of the County's or separate contractor's/consultants work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the CM wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors/consultants, the CM shall promptly remedy such damage at the CM's expense.

Should the CM be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Program Manager (PMT) inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the PMT shall have liabilities therefore, but the CM may assert his claim for damages solely against such other contractor. The CM shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the CM shall coordinate with the Program Manager, Design Professional, Owner and Owner's Agent and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the CM and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the CM or contractors responsible therefore as the County shall determine to be just.

00700-17 ADMINISTRATION OF CONTRACT

The County's designated representative shall provide administration services as hereinafter described.

For the administration of this Contract, the County's designated representative shall serve as the County's primary representative for overall program management of Phase 1 of the Atlanta-Fulton County Public Library System Capital Improvement Program. The County's designated representative shall advise and consult with the County. The primary point of contact for the CM shall be the County's designated representative. All correspondence from the Contractor to the County shall be forwarded through the County's designated representative. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the County's designated representative.

The Program Manager or County's Designated Representative will not be responsible for or have controls or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Program Manager or the County's Designated Representative will not be responsible for or have control or charge over the acts or omissions of the CM, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Program Manager's or County's designated representatives observations regarding the Contractor's Applications for Payment, the Program Manager shall determine the amounts owing to the CM, in accordance with the payment terms of the Contract, and shall recommend Certificates for Payment in such amount to the County.

The County's designated representative shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the County's designated representative for such interpretations.

Claims, disputes and other matters in question between the CM and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the County's designated representative for interpretation.

All interpretations of the County's designated representative shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the County's designated representative shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The County's designated representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the CM. The decision of the County's designated representative shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CM files a written appeal with the Director of General Services and mails or otherwise furnishes the County's designated representative a copy of such appeal. The decision of the Director of General Services or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the CM shall be afforded an opportunity to be heard and to offer evidence in support of CM's appeal. Pending any final decision of a dispute hereunder, the CM shall proceed diligently with the performance of the Contract as directed by the County's designated representative.

The County's designated representative shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the County's designated representatives opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The CM shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the County's designated representatives authority to act under this Subparagraph, nor any decision made by the County's designated representative in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the County's designated representative to the CM, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The CM shall provide such shop drawings, product data, and samples as may be required by the County's designated representative and/or as required by these Contract Documents.

The County shall conduct inspections to determine Substantial Completion and Final Completion, and County's Authorized Representative shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the CM. The Program Manager shall review, recommend and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement to the County for their review.

Except as provided in General Condition 00700-48, the CM shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

The Owner may elect to hire a CM Agent to participate in Construction Phase of Project. Should the Owner elect to do so, CM shall fully cooperate with CM Agent.

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The CM shall employ only competent and skilled personnel. The CM shall, upon demand from the County or County's Agent, immediately remove any superintendent, foreman or workman whom the County or County's Authorized representative may consider incompetent or undesirable.

The CM shall be responsible to the County for the acts and omissions of the CM's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the CM.

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

Unless otherwise provided in this agreement, the CM shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

00700-20 DISCIPLINE ON WORK SITE

The CM shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The CM shall not employ any subcontractor who is not skilled in the task assigned to it. The Owner may, by written notice, require the CM to remove from the work any subcontractor or employee deemed by the Owner to be incompetent.

00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the County's or County's Authorized Representative prior written consent to other work hours. It is further understood that the CM's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. CM work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the CM desires to work in excess of this limit, the CM shall submit a written request to the County or designated County Agent, a minimum of five days prior to the desired work date. The CM shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including but not limited to CM Agent, Special Inspector, Inspectors or Material Testing personnel overtime. The cost associated with CM Agent, Special Inspector, Inspectors or Material Testing personnel overtime or any other direct or indirect costs, shall be deducted from the CM's monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

The CM shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The CM's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the CM, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the CM of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The CM reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the CM's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent, including the Program Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The CM shall provide safe facilities for such access so that the County and its agents may perform their functions.

00700-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the CM, its authorized representative, on behalf of the County or the County's Designated Representative. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the CM or the Authorized Representative for the County. For purposes of mailed notices, the County's mailing address shall be Central Library, One Margaret Mitchell Square, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the CM. The CM's mailing address shall be the address stated in its proposal or as it shall have most recently notified the County or County's Authorized Representative in writing.

00700-25 SAFETY

A. SAFETY, HEALTH AND LOSS PREVENTION

The CM shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must follow the CM's safety, health and loss prevention program and employee substance abuse program.

The CM's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the CM. The CM shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the CM of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the CM.

C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the CM or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.

2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating thereto. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

1. The CM shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.

2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the CM shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of CM by this Agreement.

3. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by CM from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by CM to condition at least equal to that existing at the time of CM's commencement of the Work.

E. SAFETY EQUIPMENT

1. The CM shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the CM shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.

2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the CM. The CM shall defend, indemnify and hold the County, its officers, agents, employees and PMT harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the CM shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the CM or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the CM or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the CM.

2. Should the CM or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

H. CM'S INDEMNITY OF THE COUNTY FOR CM'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The CM recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The CM shall indemnify, defend and hold the County, County's Agents, and PMT harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the CM, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The CM shall not be relieved of its responsibilities under the safety requirements of the Contract should the County, County's Agent(s), and PMT act or fail to act pursuant to its rights hereunder.

2. The CM shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure CM operates safely, it being understood and agreed that no such failure shall relieve the CM from its obligation to assure safe operations or from its obligation to so indemnify. The CM also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.

3. In any and all claims against those indemnified hereunder by any employee of the CM, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the CM or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 BLASTING AND EXCAVATION

The CM acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

00700-27 HIGH VOLTAGE LINES

The CM acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the CM shall fully comply with said provisions.

00700-28 SCAFFOLDING AND STAGING

The CM acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

00700-29 CLEAN-UP

The CM shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

1. CM agrees to keep the project site clean at all times of debris, rubbish and waste materials arising out of the Work. If CM fails to keep the Project Site clean, Owner has the right, after providing a twenty-four (24) hour written notice, to perform any required clean-up and to back charge CM for the costs of such clean-up. At the completion of the Work, CM shall remove all debris, rubbish, and waste materials from and about the Project site, as well as tools, appliances, construction equipment and machinery and surface materials, and shall leave the project site clean and ready for occupancy by Owner.

00700-30 PROTECTION OF WORK

The CM shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the CM without additional cost to the County.

00700-31 REJECTED WORK

The CM shall promptly remove from the project all work rejected by the County or County's Agent for failure to comply with the contract documents and the CM shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The CM shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

00700-32 DEFECTIVE WORK

If the CM defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the County, County's Agent or Program Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the CM of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate CM. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the CM the cost of correcting such deficiencies. In the event the payments then or thereafter due the CM are not sufficient to cover such amount, the CM shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the CM to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

00700-33 WARRANTY OF NEW MATERIALS

The CM warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the CM further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

00700-34 CM'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 00700-84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the CM shall correct such

work promptly after receipt of written notice from the County or County's Authorized Representative to do so. This obligation shall survive both final payment for the work and termination of the contract.

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the CM pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the CM to the County. If requested, the CM shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

00700-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

00700-37 STOP WORK ORDERS

In the event that the CM fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the County or County's Agent, in writing, may order the CM to stop work until the cause for such order has been eliminated. This right of the County, or its agents, to stop work shall not give rise to any duty on the part of the County or the Program Manager to execute this right for the benefit of the CM or for any other person or entity.

00700-38 TERMINATION FOR CAUSE

If the CM is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the CM of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the CM and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the CM shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the CM. If such costs exceed the unpaid balance, the CM shall pay the difference to the County on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the CM from bidding on future County contracts.

00700-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the CM, terminate the whole or any portion of the work for the convenience of the County. The effective data of the terminations shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated due to the default of the CM, and if it is later determined that the CM was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, CM will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of

completion prepared by the County, County's Agent or Program Manager and submitted to the CM which shall itemize each task element and briefly state what work has been completed and what work remains to be done. CM shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the CM the fair value, as determined by the County, County's Agent or Program Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

00700-42 COST TO CURE

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the County or County's Agent may deem appropriate, supplies or services similar to those so terminated, and the CM shall be liable to the County for any excess costs for such similar supplies or services. The CM shall continue the performance of this agreement to the extent not terminated hereunder.

00700-43 ATTORNEY'S FEES

Should the CM default pursuant to any of the provisions of this agreement, the CM and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

00700-44 CM'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the County or County's Agent, the CM shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Program Manager, all of the rights, title and interest of the CM under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Owner or Owner's Agent, to the extent the Owner or Owner's Agent may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the County or County's Agent, in the manner, at the times, and to the extent, if any, directed by the County or County's Agent, and to the extent specifically produced or specifically acquired by the CM for the performance of such portion of the work as has been terminated:
    a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material

produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and

b. The completed or partially completed plans, drawings, information, and other property to the work.

7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the County or County's Agent, any property described in Section 6 of this paragraph, provided, however, that the CM shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the CM pursuant to this agreement.

8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and

9. Take such action as may be necessary, or as the County or County's Agent may direct, for the protection and preservation of the property related to the agreement which is in the possession of the CM and in which the County has or may acquire an interest.

00700-45 RECORDS

The CM shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the CM and any subcontractor pursuant to this agreement upon three days advance notice to the CM.

00700-46 DEDUCTIONS

In arriving at any amount due the CM pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the CM applicable to the termination portion of the contract, the amount of any claim which the County may have against the CM, the amount determined

To protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the CM and not otherwise recovered by or credited to the County.

00700-47 REIMBURSEMENT OF THE COUNTY

In the event of termination, the CM shall refund to the County any amount paid by the County to the CM in excess of the costs properly reimbursable to the CM.

00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

The CM shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The County or County's Agent may issue a written order requiring the CM to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the CM's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the CM. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the CM shall have notified the County or Designated County Agent in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the County or County's Authorized Representative within ten days after the termination of such suspension, delay or interruption.

00700-49 COMMENCEMENT AND DURATION OF WORK

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The CM shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The CM shall diligently prosecute the work to completion within the time specified therefore in the Agreement. The capacity of the CM's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The CM and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

00700-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

00700-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the CM shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the CM for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The CM shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

00700-52 DELAY

The CM may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the CM or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County or County's Agents.

00700-53 INCLEMENT WEATHER

The CM shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the CM can substantiate to the satisfaction of the County or County's Agent that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the CM shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days

November	6 days
December	9 days

00700-54 DELAY - NOTICE AND CLAIM

The CM shall not receive an extension of time unless a Notice of Delay is filed with the County within seven calendar days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the County within 7 (seven) calendar days of the first such instance. In the event that the CM fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

No interruption, interference, inefficiency, suspension or delay in commencement or progress of the Work from any cause whatever, including those for which Owner, Design Professional may be responsible, in whole or in part, shall relieve CM of its duty to perform or give rise to any right to damages for delay. CM's sole remedy, if any, against Owner will be the right to seek an extension of the Contract Time; provided, however, the granting of such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of the Owner, or anyone for whom Owner is liable, and such delays have a cumulative total of more than twenty-one (21) calendar days, CM may make a claim for its actual and direct delay damages accruing after said twenty-one (21) calendar days. Provided, however, CM expressly acknowledges and agrees that their actual and direct delay damages shall not exceed $500.00 per calendar day. In no event shall Owner or Owner's Agents be liable to CM whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

00700-55 STATEMENT OF CLAIM - CONTENTS

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CM

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the CM agrees that it will, as necessary, or as directed by the County or County's Agent, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

Owner shall have the right, at any time, whether or not CM is behind schedule, to order CM to accelerate its Work. In the event that Owner orders CM to accelerate its Work and CM (i) is not behind schedule and (ii) believes that acceleration will increase cost of performance, CM shall be required to submit a Claim for increase pursuant to Section 00700-54 of this agreement. Any such claim shall be based solely on actual and direct field costs associated with acceleration.

00700-57 DILIGENCE

The CM's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the CM is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the CM, and the CM shall be liable for such costs incurred by the County.

00700-58 SET-OFFS

Any monies due to the CM pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the CM.

00700-59 REMEDIES CUMULATIVE

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

00700-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the CM or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The CM hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the CM further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

00700-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing, by County and/or County's Agent, in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the CM's expense:

1. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, CM shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to Owner and Design Professional.
2. Owner shall charge to CM and may deduct from any payments due CM all engineering and inspection expenses incurred by Owner in connection with any overtime work unless such overtime work was expressly requested by Owner and CM was on schedule. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or Holidays.
3. Neither observations by Design Professional, Owner or Owner's Agent, nor inspections, tests or approvals by others shall relieve CM from CM's obligations to perform the Work in accordance with the Contract Documents.
4. CM is responsible, without reimbursement from Owner, for re-inspection fees and costs; to the extent such re-inspections are due the fault or neglect of CM or its subcontractors/suppliers.

00700-62 OWNERS PRESENCE DURING TESTING

All tests performed by the CM shall be witnessed by the Owners Representative / Agent or PMT unless the requirement therefore is waived in writing. The Owner may perform additional tests on materials previously tested by the CM, and the CM shall furnish samples for this purpose as requested. The CM shall give the Owner full access to area and equipment in order to perform any additional testing at no additional cost to the County or its agents and with no time extension granted to CM.

The CM shall give the Owner at least 48 business hours (two business days) notice prior to commencing testing activities.

00700-63 MATERIALS INCORPORATED IN WORK

The CM shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the County or County's Agent.

00700-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

00700-65 PAYROLL REPORTS

The CM will be required to furnish payroll reports to the Owner Controlled Insurance Program (OCIP) Administrator as required by the Owner Controlled Insurance Program.

00700-66 CMS' REPRESENTATIVE

Before beginning work, the CM shall notify the County in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the County or County's Agent, and represent the CM in all matters arising pursuant to this agreement. The CM shall not remove its representative without first designating in writing a new representative and receive written approval from the Owner of the CM's requested change in CM's Representative. The CM's representative shall normally be present at or about the site of work while the work is in progress. When neither the CM nor its representative is present at the work site, the superintendent, foreman, or other of the CM' employee in charge of the work shall be an authorized representative of the CM.

It is also understood that the project team / key personnel assigned to project be the same personnel that CM submitted in Section 3, 3.4, 6 of the RFP. The CM must submit in writing to Owner any requested changes to key personnel assigned to project and receive, from the Owner, written approval of the change prior to CM changing any of the CM's Project Team / Key Personnel.

00700-67 SPECIALTY SUB-CONTRACTORS

The CM may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors.

00700-68 INSPECTION BY THE OWNER

All work pursuant to this agreement shall be subject to inspection by the Owner or their Representative for conformity with contract drawings and specifications. The CM shall give the Owner reasonable advance notice of operations (at least 2 business days) requiring special inspection of a portion of the work.

00700-69 WORK COVERED PRIOR TO OWNER'S INSPECTION

In the event that work is covered or completed without the approval of the Owner or their designated representative, and such approval is required by the specifications or required in advance by the Owner, the CM shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

If any work that is to be inspected, tested or approved pursuant to the Contract Documents is covered without such inspection, testing or approval having been satisfactorily obtained by CM and without obtaining the written concurrence from Design Professional, such Work must, if requested by Design Professional or Owner be uncovered for observation. Such uncovering and subsequent re-installation shall be at CM's expense unless CM has given the Design Professional 48 hours written notice of CM's intention to cover the same and has requested written concurrence by Design Professional and Design Professional has not acted with reasonable promptness to respond to such notice and request. If any work is covered contrary to written directions from Design Professional, such Work must, if requested by Design

Professional, be uncovered for Design Professionals observation and be replace at CM's sole expense.

00700-70 SCHEDULING OF THE WORK

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

The CM shall prepare a written report for the County's and/or County's Authorized Representative approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Owner or Owner's Representative. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site. Construction schedule shall be cost loaded and shall reflect the progress payment being requested by CM.

The CM shall start generation of the Construction schedule during the Pre-Construction phase of the project and shall update it throughout the design process making adjustments as designs are refined. The CM shall submit a detailed cost-loaded schedule with the GMP for review and approval by the County and its agents. Once the schedule submitted with GMP Package is approved by the County, said schedule shall become part of the construction contract.

CM shall prepare and provide the various schedules set forth to this Agreement. Said schedules shall include but not be limited to an overall progress schedule for the Project which not only includes the Pre-Construction Phase and Construction Phase Services to be provided by CM hereunder, but also shall include Design Professionals performance schedules, and Owners work schedules/activities ("Master Project Schedules").

The Master Project Schedule and all other schedules required hereunder shall be updated by CM as often as specified as follows. The Master Project Schedule and all updates to it shall be subject to Owner's, Owner's Agent and Design Professionals review and comment. CM's submittal of a satisfactory Master Project Schedule and updates thereto and Owner's acceptance of same shall be a condition precedent to Owner's obligation to pay CM.

Please also refer to Section 00800 (Supplemental Terms & Conditions), 00800-1 for additional scheduling requirements.

00700-72 PROGRESS PAYMENTS

Upon approval of each monthly estimate of work performed and materials furnished, the County or County's Agent shall approve payment to the CM for the value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The CM will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the CM of bills of sale to establish the County's title to such materials or equipment. The CM's request for payment shall provide actual invoices from vendors and suppliers, subcontractor pay-applications, payroll sheets, etc. for which payment is requested to permit meaningful review by the Owner. Payments are open book and Owner shall have all access to all back-up for each progress payment. CM shall provide three complete copies of payment application to Owner.

00700-73 TIME OF PAYMENT

The CM will be paid within 45 days following receipt of an approved Progress Estimate. The CM expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

00700-74 RETAINAGE

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, 5% further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Owner determines that the CM is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Owner provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

00700-75 PAYMENT OF SUBCONTRACTORS

The CM shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the CM pursuant to the subcontractor's work. The CM shall also maintain the records of the percentage retained from payments to the CM pursuant to such subcontractor's work. The CM shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the CM. The County further reserves the right to require the CM to designate on each instrument of payment exceeding $400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

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

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

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

00700-78 PAYMENTS IN TRUST

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

00700-79 JOINT PAYMENTS

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

00700-80 RIGHT TO WITHHOLD PAYMENT

The County or County’s Agent may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the CM's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the CM's written submission of a request for a certificate of Substantial Completion, the Owner and Design Professional shall inspect the work and determine whether the work is

Substantially Complete. If the work is Substantially Complete, the Design Professional shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the CM for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the CM shall complete the items submitted by the Design Professional as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the CM for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Owner or Owner's Representative, the work is not substantially complete, the Owner or Owner's Representative shall notify the CM of such, in writing, and outline requirements to be met to achieve Substantial Completion.

00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

Upon Substantial Completion of the work and upon application by the CM and approval by the County or County's Agent, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Owner or Owner's Representative and any authorized retainage.

00700-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the CM except those previously made in writing and identified by the CM as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Owner's issuance of the certificate of Substantial Completion and the CM's completion of the work pursuant to this agreement, the CM shall forward to the Owner or Owner's Representative a written notice that the work is ready for final inspection and acceptance. If after inspection the County or County's Agent certifies that the work is complete and issues written notification of such to the CM, the CM shall forward to the Owner's Representative a final application for payment. The Owner's Representative shall issue a certificate for payment, which shall approve final payment to the CM and shall establish the date of final completion.

In the event the CM timely disputes the amount of the final payment, the amount due the CM shall be deemed by the CM and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the CM for any period prior to final determination of such sum, whether such determination be by agreement of the CM and the County or by final judgment of the proper court in the event of litigation between the County and the CM. The CM specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the CM against the County for any sum claimed by the CM under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the CM in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

00700-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the CM submits the following documents to the Owner or Owner's Representative:

a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;

b. The surety's consent to final payment; and

c. Any other data reasonably required by the County or Program Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts. The CM shall also provide all Operations & Maintenance Manuals, attic stock, as-built documents, owner training and associated video tape, warranties (material, labor, and special warranties) prior to final payment being due.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Program Manager, the CM may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

00700-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

00700-87 CHANGES IN THE WORK

A. CHANGE ORDERS

1. A Change Order is a written order to the CM signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with CM providing detailed supporting documentation as required by the Owner or County's Authorized Representative. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the CM indicates the CM's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.

2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the CM may be adjusted accordingly.

3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:

   a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

   b. By unit prices stated in the Contract Documents or subsequently agreed upon;

   c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

   d. By the method provided in Subparagraph A.4 below.

4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the CM, provided a written order signed by the Owner is received, shall

promptly proceed with the Work involved. The cost of such Work shall then be determined by the Owner on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.

a. In such case, and also under Subparagraph 3a above, the CM shall keep and present, in such form as the Owner may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.

b. All hourly rate charges shall be submitted to the :Owner for prior review and approval. All hourly rate charges shall be properly supported as required by the Owner with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.

5. In Subparagraphs 3 and 4 above, the items included in “Cost and “Overhead” shall be based on the following schedule:

a. Unless otherwise provided in the Contract Documents, “Cost” shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman’s account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers’ or workmen’s compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.

b. Unless otherwise provided in the Contract Documents, “Overhead” shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the CM’s subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the CM’s or subcontractors’ superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in “Cost” above.

In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the CM, the CM may, at the sole direction of the Owner, be allowed to incorporate these charges into the agreement cost for the change.

6. In the event a requested change is approved by Owner which results in either an increase or decrease to the Contract Amount, a Change Order shall be issued which increases or decreases the GMP by the amount of CM’s actual and

reasonable direct Cost of the Work (including bond premiums). In the event such Change Work is performed by subcontractors or sub-subcontractors, a maximum ten percent (10%) markup for each of those subcontractors and sub-subcontractors for all overhead and profit on their direct labor and material costs and actual equipment costs shall be permitted. CM shall not be entitled to any mark-up for Change Order work, nor shall the Construction Management Fee be increased as a result of any Change Order Work. Provided, however, if at the time final payment is made to CM the total cost of the Work has been increased by ten (10%) percent of the original GMP amount, CM shall be entitled to an increase to the Construction Management Fee in the amount of a fixed percentage of the amount that exceeds the sum of the original GMP as agreed to by Owner. If at the time final payment is made to CM the total Cost of the Work has been decreased by approved Change Orders in an amount causing the original GMP set forth in the GMP Amendment to be reduced by more than ten (10%) percent of the original GMP amount, not taking into consideration for the purpose of this calculation any Deductive Change Orders associated with Owner's direct purchase program, buy out savings or with Owner's Owner Controlled Insurance Program (OCIP), (Said reduction amount being referred to herein as the "Reduction"), then Construction Management Fee shall be reduced in the amount of a fixed percentage of the Reduction amount.

7. Owner shall have the right to conduct audits of CM's books and records, as well as those of its subcontractors and suppliers to verify the accuracy of CM's claim with respect to CM's costs associated with any Change Order or Construction Change Directive.

8. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. <u>In no case shall a change be approved without such itemization</u>.

9. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **<u>within seven calendar (7) days after the first observance</u>** of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (7) days notice and Subparagraph C.1. below.

2. The CM shall promptly, and before such conditions are disturbed, notify the Owner in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Owner shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the CM's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not

changed as a result of such conditions, an equitable adjustment shall be recommended to the County or County's Agent.

3. No claim of the CM under this clause shall be allowed unless the CM has given the notice required in (a) above, prior to disturbing the condition.

4. No claim by the CM for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Owner in writing prior to the commencement of Work at the site. Failure of the CM to notify the Owner in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

1. If the CM wishes to request an increase in the Contract Sum, the CM shall give the Owner written notice thereof within seven (7) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be given by the CM before proceeding to execute the Work, except in an emergency endangering life or property in which case the CM shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the seven (7) days specified above. If the County and the CM cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the County. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.

2. If the CM claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the CM was not at fault, or any such order by the County or the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the CM shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the CM complies with Subparagraph C.1 above and approved by the County pursuant to Change Order Policy 800-6.

D. MINOR CHANGES IN THE WORK

The County or County's Agent may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive (Field Orders, Construction Change Directive) issued by the County or County's Authorized Agent, and shall be binding on the County and the CM. The CM shall carry out such written orders promptly.

E. BONDS

If any change order results in an increase in the contract price, the CM shall increase the penal sum of the performance and payment bonds to equal the increased price.

<u>00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE</u>

CM's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should CM disagree with any order for changes, he may submit a notice of potential claim to the Owner, at such time as the order is set

forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve CM of his obligation under Article 00700-87 of this Agreement.

00700-89 NO WAIVER OF REMEDIES

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

00700-90 LAND AND RIGHTS-OF-WAY

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the CM. The CM shall confine the CM's work and all associated activities to the easements and other areas designated for the CM's use. The CM shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the CM shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

No clearing or grading shall be completed by CM within a State Department of Transportation (DOT) area under construction. The CM must coordinate his construction scheduling with DOT.

If the CM begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the CM's work the DOT area.

The CM shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

CM shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The CM is responsible for obtaining any pertinent DOT revisions.

00700-92 SCOPE OF WORK

The Work to be provided by the CM pursuant to this Agreement shall be performed essentially in two phases; those being Pre-Construction Phase Services and Construction Phase Services. At the discretion of Owner, those two may overlap.

A. Pre-Construction Phase Services. CM shall review and comment upon the Schematic Design Documents, Design Development Documents and the Construction Documents being developed by the Design Professional. The scope of review shall include, but not necessarily be limited to reviewing those various documents for constructability; clash detection; scheduling; cost estimating; Phased Construction Planning / Recommendations (cost, schedule, existing space/operation impacts); and value engineering. As the Construction Documents are developed by the Design Professional through the various design phases set forth above, CM shall provide Owner with detailed construction cost estimates (showing quantities, unit prices, etc.) schedules and BIM models with respect to those documents. CM agrees to attend and participate in any and all design, LEED, Owner Transition Team Meetings, and pre-construction conferences/meetings/charettes and to otherwise assist and cooperate with Design Professional team with respect to the design of the project. CM shall provide all other services during the Pre-Construction phase of the Project as set forth in the Contract documents.

    a. Review, Recommendations and Warranty: CM shall familiarize itself thoroughly with the evolving architectural, civil, mechanical, plumbing, electrical

and structural plans and specifications shall follow the development of design from Schematic Pre-Construction Phase through Construction Documents Phase (as those phases are defined in the Design Agreement). CM shall also familiarize itself with the Design Consultants (FF&E, Wayfinding, Technology) as they apply to the branch library. CM shall make recommendations with respect to selection of systems and materials, and cost-reducing alternatives including assistance to Design Professional and Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of erection and early completion of the Work. CM shall furnish pertinent information as to the availability of materials and labor that will be required. CM shall submit to Owner and Design Professional such comments as may be appropriate concerning construction feasibility and practicality. CM shall call to Owner's and Design Professionals attention any defects in design, drawings, and specifications or other documents of which it is aware.

(a) CM shall prepare estimates of the construction cost utilizing the unit quantity survey method in CSI format. These estimates shall be performed at the completion of the Design Narrative Phase and shall be called the Program Estimate, followed by a Schematic Design estimate, followed by a Design Development estimate, which shall be followed by a 25% Construction Documents estimate, and which shall be followed by the setting of the GMP at 50% Construction Documents. CM shall also include construction/Master schedules in all review reports.

The County or County's Authorized Representative shall determine the level of detail required for cost estimates and CM shall agree to make adjustments to level of detail provided in cost estimates as requested by the County or County's Authorized Representative.

b. Review Reports: Within ten (10) days after receiving the documents produced by Design Professional, CM shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph a above. And on factors set out in Paragraphs c and d below. Within the same ten (10) day period, CM shall submit to Owner, with copies the Design Professional, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as CM may deem appropriate, and all actions taken by Design Professional with respect to same, any comments CM may deem appropriate with respect to separating the Work into separate subcontracts or packages, alternative materials, and any other appropriate or required documents.

CM shall incorporate Building Envelope Consultant reviews/reports as required by Section 00700-110 (Building Envelope Consultant Services) into the CM's Review Reports.

At the time the GMP is mutually established, except only as to specific matters as may be identified in the GMP Amendment, the CM shall be deemed to have warranted to Owner, without assuming any Architectural or Engineering responsibility, that the Construction Documents are consistent with each other, practical, feasible and constructible. Further, the CM shall be deemed to have warranted to Owner that the Work described in the Construction Documents for the various bidding packages is constructible within the Contract Time.

c. Long Lead Procurement: CM shall review the Project Design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies) and consult with Design Professional concerning the same. When each item is identified, CM shall notify the subcontractors, Owner and Design Professional of the required procurement and schedule. Such

information shall be included in the bid documents and made a part of all affected subcontracts. CM shall keep itself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items, and advise Owner and Design Professional of any problems or possible delays in delivery.

d. The CM shall provide Phased Construction Planning / Recommendations in a report format. CM shall include different scenarios regarding a phased construction approach in a report including impacts to cost (detailed), schedule, and existing operations. CM shall also provide information/locations on temporary partitions (locations, construction materials, etc.) proposed in different scenarios.

e. The CM shall provide a site logistics and material handling plan for the site at the end of schematic and design development design phases. Plan shall be graphic with a corresponding narrative further describing site logistics and material handling. CM shall provide detail on proposed construction entrances, site fence, wash-out areas, lay-down areas, trailers, temporary facilities, traffic flow, sidewalk closures, lane closures, hoisting equipment, temporary utilities, etc.

f. Interfacing:

(a) CM shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate procurement of long lead items, the separate construction contractors and the general condition items without duplication of overlap, and sequenced to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the Work included in that particular separate subcontract, its schedule for start and completion and it relationship to the other separate subcontractors.

(b) Without assuming any design responsibilities of Design Professional, CM shall include reports required under paragraph 00700-92, A, b (Review Reports) above, comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that Design Professional may arrange for necessary corrections.

(c) CM shall utilize Building Image Modeling (BIM) software to coordinate Design Professionals drawings (architect, civil, MEP, Fire Protection, structural engineers) to detect clashes, potential problem areas, omitted items and include such items in reports required under paragraph 00700-92, A, b (Review Reports) above.

(d) The CM shall make efforts to have all communication with Owner, Architect, Design team, etc., done electronically. This includes all submittals, drawings submissions, etc.

g. The County reserves the right to direct A/E team to issue early release packages during Design Development phase of design. CM agrees to proceed with issuance of bid packages in accordance with section 00700-104 (Subcontracts). CM agrees to proceed with portion of approved work once it receives Notice to Proceed from County.

B. Construction Phase Services. After the Construction Documents have been sufficiently completed by the Design Professional team and approved by the Owner for all the work (or such portions thereof as may be designated by Owner in writing), and Owner and CM have agreed in writing upon the Guaranteed Maximum Price (GMP) to be paid CM and

the Contract Time for the Work (or designated portions thereof) as hereafter provided, CM shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with the terms and conditions of the Contract Documents.

The CM shall provide the following services in addition to any other Construction Phase Services required by terms of this Contract/Agreement:

1. CM shall arrange for all job-site facilities as required by Owner and necessary to enable CM and Design Professional to perform their respective duties and to accommodate any representatives of Owner which Owner may choose to have present on the job, the description of such facilities to be finalized prior to the establishment of the GMP.

    a. Tangible personal property, otherwise referred to as job-site facilities, include, but are not limited to such things as trailers, toilets, typewriters, computers and any other equipment necessary to carry on the Work. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the Work, shall be evaluated based on their cost over the life of the Project. Owning versus leasing shall be considered by the CM, obtaining three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usable life of the item. CM shall present its evaluation with recommendation to Owner for approval.

    b. When CM wishes to supply job-site facilities from its own equipment pool, it shall first evaluate buy versus lease as discussed in subparagraph a above. If leasing is found to be the least expensive approach, then it may lease such job-site facilities from its own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained. The CM shall provide sufficient space and facilities to accommodate Owner Architect and CM meetings at the CM's jobsite facilities. The CM shall be able to accommodate a meeting of 10 people minimum.

    c. For all such job-site facilities purchased, which may become the property of the Owner at the conclusion of the Work, CM shall maintain ownership responsibilities of such facilities until final acceptance of the Work. Reimbursement for cost of such equipment will be made at the conclusion of the Work at the documented purchase price. At that time, CM shall provide Owner with a complete inventory for each unit of equipment. The inventory shall describe the equipment, and identify the purchase price, serial number, model and condition. Where said equipment has a title, said title shall be properly transferred to Owner or to its designee.

    d. CM is responsible for proper care and maintenance of all equipment while in its control. At the time of transfer to the Owner, Owner may refuse acceptance of the equipment if Owner determines at its sole discretion, that the equipment has not been properly cared for by CM, or that such acquisition would not otherwise be in the best interest of the Owner. In such event, CM will be reimbursed for such item in accordance with Payment sections.

2. CM's administration of the Work shall include the following:

    a. Maintain a log of daily activities, including manpower records. Weather, delays, major decisions, etc.

b. Maintain a roster of companies on the Project with names, telephone numbers of key personnel.

c. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

d. Provide labor relations management for a harmonious, productive Project.

3. CM shall also provide jobsite administration functions during construction to assure proper documentation, including but not limited to the following:

a. Jobsite Meetings: Conduct a pre-construction conference with each subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. In addition, CM shall arrange and conduct regular weekly Project status meetings with Design Professional and Owner (or at different frequencies as determined by Owner).

CM shall use the job site meetings as a tool for pre-planning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, CM shall identify the party or parties responsible for following up on any problems, delay items, or questions, and CM shall note action to be taken by such party or parties. CM shall revisit each pending item at each subsequent meeting until resolution is achieved. CM shall attempt to obtain from all present any problems or delaying event known to them for appropriate attention and resolution.

b. Shop Drawing Submittals/Approvals: Provide staff to review and approve shop drawings and other submittals and to implement procedures for transmittal to Design Professional of such submittals for action and closely monitor their review process. CM shall have shop drawings by MEP and Structural subcontractors done electronically in 3D format for integration into BIM files/documents.

c. Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for all subcontractors and maintain a material and equipment expedition log.

d. LEED On-Site Administration: The CM shall provide at least one LEED AP, in good standing with USGBC, to the project to coordinate, document, report and administer the CM's responsibilities to the LEED credentialing process. Please refer to Volume 2, item 5 – LEED Administration Plan, of the RFP for further information.

e. Payment to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

f. Document Interpretation: Refer all questions for interpretation of the Contract Documents to Design Professional in writing.

g. Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports to Owner and Design Professional, including information on subcontractors' Work and the percentage of completion. Keep a daily log available to the Owner, Design Professional, and any permitting authority inspectors.

h. Subcontractors Progress: Prepare periodic punch lists for subcontractors work including unsatisfactory or incomplete items and schedules for their completion.

i. Substantial Completion: Pursuant to Sections 00700-81, 00700-92 and 00700-100, ascertain when the Work or designated portions thereof are ready for Owners' and Design Professionals' Substantial Completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by CM and reviewed and supplemented by Design Professional, prepare a schedule for their completion dates for Owners' review. Owner Training must be completed prior to the Date of Substantial Completion.

j. Final Completion: Monitor the subcontractors' performance on the completion of the Work and provide notice to Owner and Design Professional when the work is ready for final inspection. Secure, review and certify compliance with the Contract Documents, then transmit to Owner, through Design Professional, all required guarantees, warrantees, test reports, attic stock, affidavits, releases, bonds, waivers, manuals, record drawings, video tapes of Owner Training, and maintenance books.

k. Start-Up: With Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors. CM shall also coordinate, assist and follow direction for start-up with Owner's Commissioning Authority.

l. Record Drawings: Pursuant to the terms of 00700-2, CM shall monitor the progress of its own forces and its subcontractors on marked up field prints which shall be developed by CM into the final record drawings. This information shall be incorporated in 3D software and integrated in BIM software to be turned into Owner at completion of Project.

m. Building Envelope Consultant Services: Construction phase services called out for in Section 00700-110, Building Envelope Consultant Services.

4. CM shall maintain at the Project Site, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records:

   a. Subcontracts and Purchase Orders

   b. Subcontractor Licenses

   c. Shop drawing submittal/Approval Logs

   d. Equipment Purchase/Delivery Logs

   e. Contract Drawings and Specifications with Addenda

   f. Warranties and Guarantees

   g. Cost Accounting Records

   h. Labor costs

   i. Material costs

   j. Equipment costs

   k. Cost Proposal Request

l. Payment Request Records

m. Meeting Minutes

n. Cost-Estimates

o. Bulletin quotations

p. Lab Test Reports

q. Insurance Certificates and Bonds

r. Contract Changes

s. Permits

t. Material Purchase Delivery Logs

u. Technical Standards

v. Design Handbooks

w. "As-built" marked prints

x. Operating & Maintenance Instruction

y. Daily Progress Reports

z. Monthly Progress Reports

aa. Correspondence Files

bb. Transmittal Records

cc. Inspection Reports

dd. Bid/Award Information

ee. Bid Analysis and Negotiations

ff. Punch Lists

gg. Schedules and Updates

hh. Suspense (Tickler) Files of Outstanding Requirements

ii. Policy and Procedure Manual

jj. Georgia Immigration Subcontractor Affadavits

kk. BIM Models (including clash detection reports)

The Project Files and records shall be available at all times to Owner and Design Professional or their designees for reference, review or copying.

5. The CM shall provide the following services with respect to the Work, to smooth, successful and timely occupancy of the Project by Owner:

   a. CM shall provide consultation, scheduling coordination, scheduling documentation and Project management to facilitate Owner's occupancy of the Project and provide transitional services to place the Work "on-line" in such conditions as will satisfy Owner's operations requirements. This includes attending Owner Transition Team Meetings with County Staff. The services include CM's coordination with the County's Furniture, Fixture and Equipment Consultant and of delivery of Owner supplied furniture, fixtures and equipment for the Project as well as.

   b. The CM shall also coordinate and cooperate fully with the Owner's Technology Consultants, and Wayfinding Consultants in order to ensure integration, delivery and proper utilities (and location) of Owner supplied

equipment and systems. Please refer to paragraph a above for same services to be provided for these consultants scope of work. This includes, but is not limited to, CATV, security, Audio Visual equipment, signage and any other specialty library equipment.

c. CM shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to Owner in such a manner as to promote their usability. CM shall provide Owner's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training will be videotaped by the CM and shall give electronic copies of training sessions for their use in the future. CM shall have the approved operations and maintenance manuals at the training sessions and shall refer to them throughout training.

d. CM shall secure required guarantees and warranties, and shall assemble and deliver same to Owner in the manner required by Owner.

00700-93 RELATIONSHIP OF PARTIES

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

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

00700-94 CONTRACT AMOUNT

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

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

Amendment and Owner elects to terminate this Contract as provided in Section 00700-94, B hereafter, whichever occurs first.

B. Construction Phase. With respect to the Construction Phase Services to be provided by CM hereunder, Owner shall reimburse CM for the Cost of the Work (as that term is defined hereafter), and pay CM a fixed Construction Management Fee for Cost of the Work. The Construction Management Fee shall be the CM's total compensation for all overhead not reimbursable as Cost of the Work under Section 00700-95, as well as CM's total profit for Construction Phase Services. CM agrees to provide Owner with a guaranteed maximum price (GMP) proposal for the total sum of the Construction Management Fee plus the Cost of the Work within seven (7) calendar days after the issuance of 50% complete Construction Documents. The GMP proposal shall be based upon the previous cost estimates provided by CM as required hereunder. Further, the GMP proposal shall be broken down into categories and level of detail required by Owner. CM agrees that all of its books, records, files, quotes and reports with respect with respect to its development of the GMP proposal shall be open to Owner for review and copying. The final GMP shall be mutually agreed upon by Owner and CM and shall be set forth in the GMP Amendment – the form for the GMP Amendment is attached hereto in Volume 3 of the Request for Proposal. CM shall provide a detailed breakdown acceptable to Owner of this GMP price proposal as well as for GMP. For each line item in the GMP, CM shall develop and maintain a written report which identifies and explains all variances and deviations from the bid amount originally submitted for that line item, to the final line item price incorporated into the GMP – CM shall submit with a minimum of five (5) quotes of qualified subcontractors for each line item and their recommendation on trade contractor to utilize, Owner shall review and comment on decision of trade contractor to use recommended by CM. CM guarantees that in no event shall the Construction Management Fee and the total Cost of the Work exceed the GMP, as the GMP may be adjusted pursuant to the terms herein for Change Orders and Construction Change Directives. In the event the CM and Owner fail to reach an agreement on the GMP, Owner may elect to terminate this Contract/Agreement. In the event of any such termination, CM shall be entitled to receive that portion of the Contract/Agreement Amount attributable to the Pre-Construction Phase Services earned through the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but CM shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not performed.

00700-95 COST OF THE WORK

A. Costs to be Reimbursed. The term Cost of the Work shall mean all costs necessarily and reasonably incurred by CM in the proper performance of the Construction Phase Services portion of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of Owner only after CM has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection A:

i. Labor Costs.

1. Wages of construction workers directly employed by CM to perform the construction of the Work at the Project site or, with Owner's written agreement, at off-site workshops. Costs to be reimbursed will be the actual wages paid to the individuals performing the work.

2. Wages or a salary of CM's supervisory and administrative personnel who are stationed at the Project site with Owner's written agreement.

3. Wages and salaries of CM's supervisory and administrative personnel engaged at factories, work shops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with Owner's written agreement as in subsection A.i.2 above.

4. The parties hereby establish the fixed mark-up rate of thirty-five percent (35%) for all labor burden, including all taxes, insurance (except workers compensation and general liability), contributions, assessments and benefits required by law and collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such markup is to apply only upon those wages and salaries included in the Cost of the Work under subsections A.i.1 through A.i.3, above.

ii. Subcontract Costs.

1. Payments made by CM to subcontractors in accordance with the requirements of the applicable written subcontracts.

iii. Cost of Materials and Equipment Incorporated into the Completed Construction.

1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

2. Costs of materials described in subsection A.iii.1 above, in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to Owner at the completion of the Work or, at Owners' option, shall be sold by CM; amounts realized, if any, from such sales, shall be credited to Owner as a deduction from the Costs of the Work.

iv. Cost of other Materials and Equipment, Temporary Facilities and Related Items.

1. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture, and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by CM at the project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by CM.

2. Rental charges, at standard industry rates for the area, for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the CM at the project site, whether rented from CM or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from CM or others, shall be subject to Owner's prior written approval.

3. Cost of removal and proper disposal of debris from the Project site.

4. Costs of telegrams, long distance telephone calls, postage, internet and parcel delivery charges and telephone service at the Project site and reasonable petty cash expenses (with Owner's prior written approval) of the Project site office.

5. The portion of reasonable travel and sustenance expenses of CM's personnel, assigned to the Project site, incurred while traveling outside of Fulton County, Georgia in discharge of duties connected with the Work, provided all of such expenses and charges shall be subject to the prior written approval of Owner.

v. Miscellaneous Costs

1. That portion of any separate premiums for (i) bonds directly attributable to this Contract/Agreement and (ii) any additional insurance coverage's which are purchased by the CM, with Owner's prior written approval, beyond the level of coverage specified herein.

2. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which CM is liable.

3. Fees and assessments for the building permit and for other permits, licenses, inspections for which CM is required by the Contract Documents to pay.

4. Fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of the Contract/Agreement.

5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

6. Deposits lost for causes other than the CM's fault or negligence.

7. Legal, mediation and arbitration costs, other than those arising from disputes between Owner and CM, reasonably incurred by CM in the performance of the Work and with Owner's prior consent, said consent to be given or denied in Owner's sole discretion.

8. Costs reasonably incurred in repairing or correcting damage or nonconforming Work executed by CM, or its subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by (i) the negligence or failure to fulfill a specific responsibility of CM to Owner set forth in the Contract Documents, or (ii) CM's foremen, engineers, superintendents or other supervisory, administrative or managerial personnel, or (iii) the failure of CM's personnel to supervise adequately those portions of the Work to be performed by CM's subcontractors or suppliers, and only to the extent that the cost of repair of correction is not recoverable by CM from (i) insurance or bonds, (ii) any of the subcontractors or suppliers, or (iii) some other appropriate source.

vi. Other Costs

1. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by Owner.

B. Costs Not To Be Reimbursed. The Cost of the Work shall not include the following items:

i. Salaries and other compensation of CM's personnel stationed at CM's principal office or offices other than the Project site office.

ii. Expenses of CM's principal office and offices other than the Project site office.

iii. Overhead and general expenses, except as may be expressly included in subsection A above.

iv. CM's capital expenses, including interest on CM's capital employed for the Work.

v. Rental costs of machinery and equipment, except as specifically provided in subsection A.iv.2 above.

vi. Except as expressly provided in subsection A.v.8 above, costs due to the fault or negligence of CM, subcontractors, anyone directly or indirectly employed by any of them, or for those acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to the property not forming part of the Work.

vii. Any costs not specifically and expressly described in subsection A above.

viii. Costs which would cause the GMP to be exceeded (as the GMP may be adjusted pursuant to the terms herein for Change Order and Construction Change Directive).

C. Discounts, Rebates and Refunds

i. Cash discounts obtained on payments made by CM shall accrue to Owner if (i) before making payment, CM included them in an application for payment and received payment therefore from Owner, or (ii) Owner has deposited funds with CM with which to make payments; otherwise cash discounts shall accrue to CM. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to Owner, and CM shall make provisions so that they can be secured.

ii. Amounts which accrued to the Owner in accordance with the provisions of subsection C, i above shall be credited to the Owner as a deduction from the Cost of Work.

iii. Any savings realized from the construction of project shall be credited to the Owner as a deduction from the Cost of Work.

00700-96 CONTRACT TIME AND LIQUIDATED DAMAGES

a) Time is of the essence in the performance of the Work under this Contract. The "Pre-Construction Commencement Date" shall be established in a Notice to Proceed to be issued by Owner. CM shall commence Pre-Construction Phase Services portion of the Work within five (5) calendar days after the Pre-Construction Phase Commencement date. Any work performed by the CM prior to the Pre-Construction Phase Commencement Date shall be at the sole risk of the CM. The "Construction Phase Commencement Date" shall be established in the GMP amendment and a separate Notice to Proceed. CM shall commence the Construction Phase Services portion of the Work within five (5) calendar days after the Construction Phase Commencement Date. No portion of the Work, with respect to the Construction Phase Services to be provided hereunder, shall be performed prior to the

Construction Phase Commencement Date, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the "Contract Time". The Contract Time is set forth with more specificity in Paragraph 2 below.

b) Subject to the other provisions of the Agreement Documents, CM shall furnish such manpower, Materials, facilities, and Equipment and shall work such hours, including night shifts, overtime operations and Sunday and holidays, as may be necessary to ensure the prosecution and completion of the Work in accordance with the approved and currently-updated Critical Path Method (CPM) Schedule. If Work actually in place falls behind the currently updated and approved CPM Schedule, and it becomes apparent from the current approved CPM Schedule that the Work will not be completed within the Agreement Time, CM agrees that it will, as necessary or as directed by the County, take some or all of the following actions at no additional cost to the County to improve its progress:

(1) Increase manpower in such quantities and crafts as will eliminate, in the judgment of the County, the delay and backlog of Work;

(2) Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing, sufficiently to eliminate in the judgment of the County, the delay and backlog of Work;

(3) Reschedule activities as necessary to eliminate in the judgment of the County the delay and backlog of Work; and

(4) Any other measure required by the schedule requirements of the Special Conditions.

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

d) Because the Work is to be completed in two phases (pre-construction and construction phases), the timely completion of the first phase is critical to the timely completion of the second phase and, therefore, completion of the entire Project. Accordingly, CM agrees to provide the Pre-Construction Phase Services in accordance with the design schedule established pursuant to the terms of the Design Agreement. With respect to the Construction Phase Services, the GMP Amendment shall include the date that the portion of the Work associated with the Construction Phase Services must be substantially completed by CM. The Substantial Completion date shall establish in terms of calendar days after the Construction Phase Commencement Date. In the event the CM and Owner fail to reach an agreement on the Contract Time and the Substantial Completion Date, Owner may elect to terminate this Contract/Agreement. In the event of such termination, CM shall be entitled to receive that portion of the Contract Amount attributable to the Pre-Construction Phase Services earned to date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but CM shall not be entitled to any further or additional compensation from

Owner, including but not limited to damages, lost profits on portions of the Work not performed. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where Owner can occupy or utilize the Work for its intended purpose. Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by Owner within 30 calendar days after the Substantial Completion date, or within 30 calendar days after CM's receipt of the punch list, whichever date occurs last.

e) It is understood and agreed that the County will sustain substantial monetary and other injury and damages, including, but not limited to, increased costs, expenses and liabilities in the event of failure by Contractor to perform its Work in accordance with the Completion and any Interim Milestone Date(s) set forth in the CPM Schedule prepared in accordance with the Special Conditions. Accordingly, should Contractor not complete the Work, or any such portion thereof, within the date(s) required by the CPM Schedule initially approved by the Owner or Owners Agent, as they may be adjusted pursuant to the Agreement Documents, then charges shall be assessed against any money due or that may become due Contractor in accordance with the following schedule:

For Each day of delay in Substantial Completion of the entire Work: $2,000.00/day

For Each day of delay in Final completion of the entire Work: $2,000.00/ day

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

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

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

c) The fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and Contractor due to the uncertainty and impossibility of making a determination as to the actual direct, incidental and consequential damages which are incurred by the County as a result of the failure on the part of Contractor to complete the Work within the Agreement Time and completion date(s) specified in the Agreement Documents. Liquidated damages shall start in accordance with the above schedule upon notification to Contractor in writing that all apparent Agreement Time allowed to achieve the relevant completion date has been consumed. Liquidated Damages as they accrue will be deducted from periodic partial payments to the extent they are sufficient to cover the liquidated damages owing; provided that any excess liquidated damages owing over the periodic partial payment amount may be deducted from retainage. Such deduction shall be in addition to the retainage provided for in the Agreement Documents. The

remaining amount of liquidated damages owing upon completion will be deducted from any amounts owing as Final Payment to Contractor or his surety. Any excess amount owing as liquidated damages shall be paid upon demand.

d) The liquidated damages do not have a cap.

00700-97 OTHER WORK

1. Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility contractors or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to CM prior to starting any such other work. If CM believes that such performance will involve additional expense to CM or require additional time, CM shall send written notice of that fact to Owner and Design Professional within seven (7) calendar days of being notified of other work. If CM fails to send the above required seven (7) days' calendar notice, CM will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.
2. CM shall afford each utility owner and other contractor who is party to such a direct contract (or Owner, if Owner if performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its Work with theirs. CM shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CM shall be responsible for all damage to the work of others caused by the performance of its Work. Further, CM shall not in any way cut or alter the work of others without first receiving the written consent of that other person and Design Professional.
3. If any part of CM's work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), CM shall inspect and promptly report to Design Professional and Owner in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within seven (7) calendar days of the time the CM first became aware of the delay, defect or deficiency or by the scheduled commencement of CM's dependent Work, whichever occurs first. CM's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with CM's Work.

00700-98 INSURANCE

1. The Owner intends to implement an Owner Controlled Insurance Program (OCIP) for the Construction Phase.
2. Coverages will include General Liability and Excess Liability as described in Section 7, item 7.4. The Owner will be responsible for premiums under the OCIP.
3. Coverages required of the CM and Subcontractors (enrolled and/or excluded under the OCIP) are outlined in the DRAFT Wrap-Up Manual contained within Volume 3 of this RFP.
4. In recognition of the Owner's decision to implement an OCIP, the GMP will initially be reduced an amount equal to one percent (1%) of the GMP. This reduction represents the estimate for the elimination of both the CM and Subcontractors' General Liability and Excess Liability Insurance costs for this

Project. Prior to the finalization of the GMP, these costs will be removed from the GMP resulting in a GMP that is net of insurance costs.

Any change orders will also include a deduction of 1% for these estimated insurance costs.

Following CM and Subcontractor closeouts, actual earned insurance costs will be tabulated. A final adjustment will be made against the GMP, reflecting the actual earned insurance costs for the CM and all Subcontractors. This adjustment shall be completed prior to release of the final payment.

5. Any savings under the OCIP Program will belong to the Owner and not subject to any shared savings provisions with the CM.

00700-99 WAIVER OF SUBROGATION

1. This section deleted. Please refer to OCIP Wrap-Up Manual in Volume 3 of this RFP.

00700-100 COMPLETION

1. When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, CM shall notify Owner and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion. Said written notice from CM shall include a proposed punch list of all items of Work to be completed or corrected by CM. Within a reasonable time thereafter, Owner, CM and Design Professional shall make and inspection of the Work to determine the status of completion. If Owner and Design Professional do not consider the Work substantially complete, Design Professional shall notify CM in writing giving the reasons there for. In such case, CM shall pay the costs of all additional Substantial Completion inspections. If Owner and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to CM a Certificate of Substantial Completion for the entire Work is actually achieved by CM and include a final punch list of items to be completed or corrected by CM before final payment. Such final punch list shall be in compliance with the Contract Documents and all applicable laws. Accordingly, Design Professional shall provide the final punch list to CM within seven (7) calendar days after CM has achieved Substantial Completion. CM acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of the CM to complete all the Work required under this Contract/Agreement and does not waive Owner's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment. Additionally, if this Agreement involves Work on more than one building or structure, or involves a multi-phase project, a punch list shall be developed in accordance with the timelines set forth in this paragraph for each building, structure, or phase of the Project. Owner shall have the right to exclude CM from the Work and Project site (or designated portion thereof) after date of Substantial Completion (or Partial Substantial Completion), but Owner shall allow CM reasonable access to complete or correct items on the final punch list.

2. When CM believes that it has fully performed all of the Work, including all punch list items, CM shall deliver to Owner a written affidavit from CM certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be delivered to Owner by CM at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and Owner shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by Owner. If Owner and Design Professional determine CM has completed the entire Work, Design Professional shall promptly issue a final Certificate for Payment, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been

completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Cm, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to CM's entitlement to final payment have been satisfied. Neither the final payment nor the retainage shall become due and payable until CM submits: (1) the Final Release and Affidavit in the form attached to the Agreement as Exhibit A; (2) consent of surety to final payment; and (3) if required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, warranties, guarantees, Operations & Maintenance Manuals, As-Built documents, arising out of Contract Documents, to the extent and in such form as may be designated by Owner. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even through Design Professional may have issued its recommendations. Unless and until Owner is completely satisfied, neither the final payment nor retainage shall become due and payable.

00700-101 USE OF PREMISES

1. At all times during the performance of the Work, CM shall keep all of its operations, (including, but not limited to, the use and storage of all equipment and materials), within the Project site or such other areas as may be permitted by the Contract Documents. CM shall not use the Project site in any manner that is unreasonably burdensome or otherwise inconsistent with Owner's interest. CM is responsible for any damage to any such area or to the occupant or owner thereof, or any areas contiguous thereto, resulting from the performance of the Work.
2. Except as required by the Contract Documents or otherwise required in order form CM to satisfy its safety and security obligations under the Contract Documents, CM shall not erect or install, nor shall it permit any of its subcontractors, suppliers, sub consultants or any other party for whim it is legally responsible to erect or install, any signage upon the Project site or any other property of Owner, unless such signage has been expressly approved in writing by Owner, which approval may be withheld by Owner in its sole discretion.
3. CM acknowledges that Work may be performed at a particular Project Site where Owner simultaneously is conducting and continuing it operations upon the same site. In such event, CM shall coordinate its Work so as to cause no unreasonable interference with or disruption to Owner's operations.
4. Owner may take early occupancy of all or any portions of the Work, at Owner's election, by designating in writing to CM the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified at the time the GMP was established and such early occupancy negatively impacts CM's cost or time of performance, CM shall be entitled to an equitable adjustment to the Contract Amount and Contract Time, all in accordance with the other terms and conditions of the Contract Documents.

00700-102 PROJECT MEETINGS

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

00700-103 AUDITING RIGHTS

1. CM shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later or such longer period of time as may be required by law. CM shall require all of its subcontractors to likewise retain all of their Project Records and supporting documentation. Owner, and duly authorized agents or representatives of Owner, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by Owner, Further, Owner, and any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all of CM's and any subcontractor's project records and documentation as often as they deem necessary and CM shall cooperate in any audit, inspection, or copying of the documents. These access, inspection, copying and auditing rights shall survive the termination of this Contract.
2. If at any time, Owner conducts such an audit of CM's records and documentation and finds that CM overcharged Owner, CM shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at a rate of 12% annum). If the overcharged amount is equal to or greater than $10,000.00, CM shall pay to Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of CM. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount die or owing CM with regard to the Project or under any other agreement between CM and Owner. If such amounts owed CM are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then CM hereby acknowledges and agrees that it shall pay such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.
3. This article (00700-103), including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.

<u>00700-104 SUBCONTRACTS</u>

1. CM shall review the design and shall determine how it desires to divide the sequence of construction activities. CM will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Master Project Schedule, and shall supply a copy of that breakdown and composition to Owner and Design Professional for their review. CM shall take into consideration such factors as natural and practical lines of severability, sequencing, effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.
2. CM shall coordinate the advertisement of all bid packages on the Fulton County Bid Board with the Fulton County Department of Purchasing and Contract Compliance. All of the CM's bid packages must be posted on the Fulton County Bid Board for a minimum of 5 business days. All Subcontractor proposals shall be directly received, opened and logged in by Fulton County Department of Purchasing and Contract Compliance.
3. A subcontractor is any person or entity who is performing, furnishing, supplying, or providing any portion of the Work pursuant to a contract with CM. CM shall be solely responsible for and have control over the subcontractors. CM shall negotiate all Change Orders, Construction Change Directive, Field Orders and Request for Proposals, with all affected subcontracts and shall review the costs of those proposals and advise Owner and Design Professional of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order from Owner.
4. CM shall submit to Owner, at Owner's request, a copy of all quotes (minimum of five (5)), proposals, etc. received for a particular trade or scope of work along with a comparison of

prices compared to budget, narration on completeness of scope and recommendation from CM and reason for selection by CM. CM shall provide Owner with at least 72 hour prior written notice to any scope/cost meetings with prospective subcontractors that CM is planning on conducting and shall allow Owner or Owners designated representative's access to all scope/cost/buyout meetings with prospective subcontractors.

5. When CM submits its GMP proposal to Owner, CM also shall submit to Owner a list of name, addresses, licensing information and phone numbers of the major subcontractors CM intends to use for each portion of the Work, as well as identifying in writing those portions of the Work it intends to perform with its own employees. The list identifying each subcontractor cannot be modified, changes, or amended without prior written approval from Owner. Reference Volume 1, Section 6, Exhibit 6.2 for required forms, procedures and timing.

6. Eight (8) weeks after issuance of the 100% Construction Documents, CM shall submit complete list of subcontractors to Fulton County's Office of Contract Compliance. . Reference Volume 1, Section 6, Exhibit 6.2 for required forms, procedures and timing. The list identifying each subcontractor cannot be modified, changes, or amended without prior written approval from Owner.

7. Any and all work to be self-performed by CM must be approved in writing by Owner in its sole discretion prior to commencement of such work. CM shall not enter into a subcontract with any subcontractor, if Owner reasonably objects to that subcontractor. CM shall not be required to contract with anyone it reasonably objects to. As part of the Project document file to be maintained by CM at the Project site, CM shall keep on file a copy of the license for every subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts between CM and its subcontractors shall be in writing. Further, all subcontracts shall (1) require each subcontractor to be bound to CM to the same extent CM is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from CM to Owner at the election of Owner upon termination of CM, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the subcontractor except workman's' compensation, (5) assign all warranties directly to Owner, (6) identify Owner as an intended third-party beneficiary of the subcontract, (7) incorporate all insurance requirements (including the OCIP and safety manuals referenced therein) into all of its subcontract that are to be covered under the OCIP (and require similar incorporation into all sub-subcontracts that are so covered under the OCIP). CM shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this paragraph 00700-104,4, and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract documents. Each subcontractor shall make similar copies of such documents available to its sub-subcontractors.

8. The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g. general concrete forming and placement, masonry, mechanical, plumbing …) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (Including field superintendent, foreman, and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The subcontractor shall include a resume of experience for each employee identified to supervise and schedule its work.

9. Unless otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

    a. LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY

That the subcontractor's exclusive remedy for delays in performance of the contract caused by events beyond its control, including delays claimed to be caused by Owner or Design Professional or attributable to Owner or Design Professional and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in its work, the subcontractor's claim for adjustments in the contract sum are limited to exclusively to its actual costs for such damages plus no more than 10% for overhead and profit (combined 10% total for OH&P).

The subcontract shall require the subcontractor expressly agree that the foregoing constitute its sole and exclusive remedies for claim for increase in the subcontract price, damages, losses or additional compensation. Further, CM shall incorporate section 00700-54 in all of its subcontracts and require all subcontractors to similarly incorporate such terms into their sub-subcontracts.

b. Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to CM within the time and in the manner in which the CM must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

00700-105 MARKET ANALYSIS AND SOLICITATION OF BIDS

1. The purpose of this paragraph is to insure the CM makes a genuine effort to stimulate subcontractor interest in the Project and to maximize participation of potential qualified subcontractors in the bidding process. At all times Owner shall have access to and the right to require copies of all correspondence, records, files and other bid documents (including all bid responses) with respect to the bidding process. All bid packages shall be advertised on the Fulton County Bid Board and all bid openings shall be conducted in Fulton County Department of Purchasing and Contract Compliance. CM is responsible for coordinating with Fulton County Purchasing Department for the advertisement and openings of bids as described above.

   Finally, CM shall develop in writing subcontract bidding procedures for Owner's review and approval. Once those procedures have been approved by Owner, CM shall not deviate from such procedures without obtaining Owner's written consent.

   a. CM shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Work; CM shall make and analysis as necessary to (i) determine and report on availability of labor, materials, equipment, potential bidders, and possible impact of any shortages or surpluses of labor and material, and (ii) in light of such determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of Work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the Contract Time.

   b. Within thirty (30) days after execution of this Contract, CM shall submit a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, CM shall submit to Owner and Design Professional a list of potential bidders for their review. CM shall be responsible for promoting and encouraging bid competition.

   c. CM shall carry out an active program of stimulating interest in qualified subcontractors in bidding on the Work and familiarizing those bidders with the requirements of this Project.

2. CM shall prepare invitations for bids and all other appropriate bid documents for all procurement of long lead items, materials and services, for subcontractor contracts and for site utilities. All such invitations for bids and bid packages shall be submitted to Design Professional, Owner, and Owner's Agent for their review and comment prior to distribution to bidders. All Invitations to bid and all other appropriate bid documents shall be advertised on the Fulton County Bid board. CM shall be responsible for coordination of postings with Fulton County Department of Purchasing and Contract Compliance.

    a. Except as hereafter provided in paragraph 00700-106, 2, e, all subcontractors are to be awarded to the lowest responsive and responsible bidder. See also 00700-105, 3.

    b. All bids received by CM shall be entered into a bid tabulation sheet and a copy of both the bids and the tabulation sheet shall be sent to Owner for their review prior to CM awarding the subcontract. See also 00700-105, 3.

    c. As part of its bid preparation, CM shall review the specifications and drawings prepared by the Design Professional. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, or any other defects in the specifications or in the drawings noted by CM shall be brought to the attention of Owner and Design Professional in written form.

    d. For each subcontract that exceeds $75,000.00, CM shall, unless waived in writing by Owner, conduct a pre-bid conference with prospective bidders and a pre-award conference with the apparent successful bidder. Design Professional and Owner shall be invited to all such meetings. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, CM shall transmit these to Design Professional in writing and upon receiving clarification or correction in writing from Owner or Design Professional shall issue and addendum to the bidding documents to all of the prospective bidders.

00700-106 CHANGED CONDITIONS

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

00700-107 SAVINGS

Savings shall be defined as amount of dollars under GMP of the actual costs of the conclusion of Project (excluding Owner Contingency included within the GMP – Reference GMP Amendment in Volume 3 of RFP, item 2.6). At the completion of the Project, Owner shall conduct a full and complete audit of CM's records, invoices, etc. and shall identify any savings realized in the GMP. All savings identified shall be shared between the Owner and CM in the following percentages of savings: 60% of savings the property of the Owner; 40% of savings the property of the CM.

00700-108 ESCROW DOCUMENTS

Scope 00700-108.1:

All Proposers shall submit within ten (10) calendar days after Fulton County receives Proposals, one copy of all documentary information generated in preparation of Proposal prices for this project. This material hereinafter referred to as "Escrow Documents". The Escrow Documents of the successful proposer will be held in escrow for the duration of the Contract.

The successful Proposer agrees, as a condition of award of the Contract, that the Escrow Documents constitute all of the information used in the preparation of their Proposal, and that no other Proposal preparation information shall be considered in resolving disputes.

Nothing in the Escrow Documents shall change or modify the terms or conditions of the Contract Documents.

Ownership 00700-108.2:

The Escrow Documents are, and shall always remain, the property of the Construction Manager, subject only to joint review by the County and the Construction Manager, as provided herein.

The County acknowledges that the Escrow Documents, as defined herein, may constitute trade secrets. This acknowledgement is based on the County's understanding that the information contained in the Escrow Documents may not be known outside the Proposer's business, may be known only to a limited extent and only by a limited number of employees of the Proposer is safeguarded while in Proposers possession, may be extremely valuable to Proposer and could be extremely valuable to Proposer's competitors by virtue of it reflecting Proposer's contemplated techniques of construction. The County acknowledges that the Proposer may have expended substantial sums of money in developing the information included in the Escrow Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. The County further acknowledges that the Escrow Documents and the information contained therein are made available to the County only because such action is an express prerequisite to award of the Contract. The County acknowledges that the Escrow Documents include a compilation of information used in the Proposer's business, intended to give Proposer an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The County agrees to safeguard the Escrow Documents, and all information contained therein, against disclosure to the fullest extent permitted by law.

Purpose 00700-108.3:

Escrow Documents will be used to assist in the negotiation of price adjustments, change orders, settlement of disputes, claims and litigation against the County related to the Contract. They will not be used for pre-award evaluation of the Construction Manager's anticipated methods of construction of to assess the Construction Manager's qualifications for performing the work.

Format and Contents 00700-108.4:

Proposers may submit Escrow Documents in their usual cost estimating format. It is not the intention of this specification to cause the Proposer extra work during the preparation

of the proposal, but to ensure that the Escrow Documents will be adequate to enable complete understanding and proper interpretation for their intended use. The Escrow Documents shall be in the language (e.g., English) of the Specifications.

Proposal items should be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Documents shall include all copies of quotations, memoranda, narratives, and all other information used by the Proposer to arrive at the prices contained in the Proposal. Estimated costs should be broken down into the Proposer's usual estimate categories such as direct labor, hours, indirect costs, vendor/consultant/subcontractor costs as appropriate. The Contractor's allocation of indirect costs, contingencies, mark-up and all other items to each Proposal item should be included.

All costs shall be identified. For scheduled items amounting to less than ten thousand dollars ($10,000), estimated unit costs are acceptable without a detailed cost estimate, providing that labor, equipment, materials and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

Proposal documents provided by the County should not be included in the Escrow Documents unless needed to comply with the requirements of this specification.

Submittal 00700-108.5:

The Escrow Documents shall be submitted for all Proposals by all Proposers in a sealed container within ten (10) calendar days after the time of receipt of Proposals. The container shall be clearly marked on the outside with the Proposer's name, date of submittal, project name, RFP #, and the words "Escrow Documents".

The Escrow Documents shall be accompanied with and Escrow Documentation Certification, on company letterhead, signed by an individual authorized by the Proposer to execute the Proposal, stating that the material in the Escrow Documentation constitutes all the documentary information used in preparation of the Proposal and that he/she has personally examined the contents of the Escrow Documents container and has found that the documents in the container are complete. Prior to award, Escrow Documents of the apparent successful Proposer will be examined, organized and inventoried by representatives of the County, as defined in 00700-108.7 Examination, together with members of the Construction Manager's staff who are knowledgeable in how the Proposal was prepared. This examination is to ensure that the Escrow Documents are authentic, legible and complete. It will not include review of, and will not constitute approval of, proposed construction methods, estimating assumptions, or interpretations of Contract Documents. Examination will not alter any condition(s) or term(s) of the Contract.

If the Contract is not awarded to the apparent successful Proposer, the Escrow Documents of the Proposer next to be considered for award shall be processed as described.

Timely submission of complete Escrow Documents is an essential element of the Proposer's responsibility and a prerequisite to contract award. Failure to provide the necessary Escrow Documents, at the required time, may be sufficient cause of the County to reject the Proposal.

If the Proposer's proposal is based on subcontracting any part of the work, each subcontractor, whose total subcontract price exceeds five (5%) percent of the total contract price proposed by the Proposer, shall provide separate Escrow Documents to be included with those of the Proposer. These documents will be opened and examined in the same manner and at the same time as the examination described above for the apparent successful Proponent.

If the Construction Manager wishes to subcontract any portion of the work after award, the County retains the right to require the Construction Manager to submit Escrow Documents from the subcontractor before the subcontract is approved.

Escrow Documents submitted by unsuccessful Proposers will be returned unopened, unless opened as provided above, following award of the Contract.

Storage 00700-108.6:

One full original set of the Escrow Documents will be placed in escrow for the life of the Contract, in the County's secured vault located within the Fulton County Purchasing and Contract Compliance Office, until final close-out and settlement of all disputes. If at any time either party wishes to exercise their right to review the escrowed materials, notice will be given to the other parties.

Examination 00700-108.7:

The Escrow Documents shall be examined by both the County and the Construction Manager, at any time deemed necessary by either the County or the Construction Manager, to assist in the negotiation of price adjustments and change orders, or the settlement of disputes, claims and litigation against the County related to this Contract.

Examination of the Escrow Documents is subject to the following conditions:

a. As trade secrets, the Escrow Documents are proprietary and confidential.
b. The County and the Construction Manager shall each designate, in writing to the other party and a minimum of ten (10) days prior to examination, representatives who are authorized to examine Escrow Documents. Said representation shall be employed by the County's Purchasing and Contract Compliance Department. With the consent of both the County and Construction Manager, may examine the Escrow Documents if required to assist in the settlement of a dispute. No other person shall have access to the Escrow Documents.
c. Access to the Escrow Documents will take place only in the presence of duly designated representatives of both the County and Construction Manager.

Final Disposition 00700-108.8:

The Escrow Documents will be returned to the Construction Manager at such time as the Contract has been completed and final settlement has been achieved.

00700-109 PHOTOGRAPHIC CONSTRUCTION DOCUMENTATION

The CM shall be required to provide detailed photographic documentation to meet the following requirements:

1. Aerial Photograhic Documentation. The CM shall provide aerial photographic documentation on a monthly basis. Aerial photographic documentation shall include at least two different views of the entire site and building structure and shall be submitted with the CM's Monthly Pay-Application. The Aerial photographic documentation shall commence prior to CM's mobilization to the site (showing existing site conditions) and shall continue on a monthly basis until Final Completion of the project. The aerial photographic documentation shall be submitted in hard copy (3 sets of glossy 8.5" x 11" photographs) and electronic file (JPEG format or format acceptable to Owner). Both hard and electronic versions of aerial photographic documentation shall show date that photograph was taken, and project site name.
2. Video Documentation of Existing Site. Prior to CM mobilizing on the project site, The CM shall prepare a video document, detailing existing conditions of the site and boundaries. The video shall be all encompassing of the entire existing site, however special detail shall be made to: site utilities; existing sidewalk and

drives; property lines; curb and gutter; sidewalks; manholes; existing ponds; existing streams; existing creeks; existing bodies of water; existing structures, etc. The CM shall provide to the Owner or Owners Agent three (3) copies of the video documentation of existing site, prior to CM's mobilization to the project site. Format of the video documentation shall be in a format approved by the Owner. The CM shall notify the Owner in writing, with the submission of the video documentation, of any anomalies found on site that may impact schedule or cost of the project. This video documentation shall be in addition to the other existing photographic documentation required for the existing site.

3. Construction Progression Photographic Documentation (CPPD). CPPD shall cover the following areas:
    a. Site – performed on a weekly basis, monitoring existing conditions, site utilities, building pads, trenching, conduit installation, detention ponds, storm and sewer piping, etc. Site CPPD shall be performed starting prior to CM mobilization until substantial completion. This shall be provided to Owner and designated Owner's Representative in an electronic format.
    b. Exterior Building – performed on a bi-weekly basis and track building envelope construction (including roofing). Exterior Building CPPD shall start at the commencement of exterior envelope and complete when exterior envelope is completed.
    c. Interior – performed on a bi-weekly basis showing progressions of all points of views in all rooms. Interior CPPD shall commence when framing commences and complete at substantial completion.
4. Detailed Construction Sets (DCS). DCS shall cover the following areas:
    a. Pre-Slab – Overlapping images of MEP in slabs (prior to concrete pours).
    b. Exterior – Window flashing details; special exterior details (rotundas, etc.); roof flashing details; masonry flashing details; stucco/EIFS details, etc.).
    c. Interior – Performed prior to installation of insulation capturing as-built conditions in walls and ceilings. Photographed in detail to show connections, electrical, HVAC, plumbing, fire protection, etc. to show as-built location.
    d. Finished – Complete documentation of all walls, ceilings, floors at final completion of the project.

CPPD and DCS photographs shall be linked to approximate location on site and floor plans electronically. CPPD and DCS photographs shall be on-line web-hosted for the duration of the construction period through final completion. Owner and Owners Designated Representatives shall have password protected access to documentation throughout the construction process. CPPD and DCS photographs shall be uploaded to on-line access for Owner and Owners Designated Representative within 48 hours of photograph. All photographs to be date stamped. Within one week of final completion, the Owner shall receive four (4) sets of all CPPD and DCS photographs in electronic format (CD, DVD, thumb drive or external hard drive – in form as directed by Owner).

00700-110 BUILDING ENVELOPE CONSULTANT SERVICES

The CM shall be responsible for and include in their costs a Building Envelope Consultant during pre-construction and construction phase services (if GMP Package approved by County).

The building envelope for purposes of these services is defined as including the following (as applicable): foundation waterproofing, exterior glazing, above grade wall assemblies,

horizontal waterproofing and roofing, roof penetrations, wall penetrations and the interfaces between these assemblies.

The Building Envelope Consultant (BEC) will review the proposed building envelope systems provided by the Design Team (A/E Team) for water penetration, vapor diffusion, air leakage, and thermal performance with emphasis on water tightness. Review of the envelope for thermal performance is limited to review of potential thermal bridges / potential condensation problems.

BEC consultation with respect to below grade waterproofing will be based on the information provided by the Architect and the Geotechnical Engineer concerning the necessity of a waterproofing material, the groundwater level and the drainage available. If waterproofing of below grade walls is required, the BEC will provide consultation with respect to waterproofing materials, performance and installation requirements. Design of below grade drainage remains the responsibility fo the Civil Engineer Consultant.

Final approval over building envelope details and coordination of envelope issues with other code requirements, such as fireproofing, remains with the Architect of Record.

Deliverables per Phase:

1) Design Development (DD)

   a. Meetings.

      Attend Design Development Kick-off meeting with Design team, County, County's Authorized Representatives, and CM to discuss project, appropriate envelope systems and design criteria. The BEC will become familiar with the project and team, discuss key aspects of the building envelope design approach and identify potential envelope system issues.

      Attend bi-weekly meetings during Design Development phase to work interactively with the Design team, County, County's Authorized Representative, and CM to develop building envelope performance criteria and assist in selection of wall assemblies, roof assemblies, cladding, glazing and coordinate recommendations with CM for evaluation of cost implications information that will be submitted to Owner for review and approval.

   b. Drawing Review.

      Review the drawings prepared by the design team to identify potentially problematic details locations with respect to water penetration, vapor diffusion, air leakage, and thermal performance. BEC will provide recommendations through marked-up details from the design drawings. Drawing review by BEC shall be incorporated into CM's review report for DD documents and shall contain detailed cost information for any details, systems, materials, etc. that the BEC recommends by not contained within DD documents.

   c. Specification Review.

      Review the outline specifications prepared by the Design Team and provide recommendations with respect to performance requirements, relevant standards, testing requirements and acceptable materials and/or systems. BEC will review sections of the specifications related to the building envelope. A memorandum will be issued outlining the recommendations. Specification review by BEC shall be incorporated into CM's review report for DD documents and shall contain detailed cost information for any details, systems, materials, etc. that the BEC recommends by not contained within DD documents.

d. On-going Consultation

Provide on-going consultation to assist the design team in the implementation of the recommendations BEC/CM is required to ensure that County is aware of any requests from Design Team for additional consultation.

2) Construction Documents (CD's) – 25% & 50%

a. Drawing Reviews

In the Construction Document (CD) phase, the BEC will work with the Design Team to finalize the required building envelope detail drawings and specifications in the two phases listed above. The following are deliverables for this stage of the project:

25% & 50% Drawing Review

Review the CD's prepared by the Design Team to identify potential problematic building envelope details. BEC will provide recommendations through marked up details from the CD's.

25% & 50% Specifications Review

Review the specifications prepared by the Design Team and provide recommendations with respect to performance requirements, relevant standards, testing requirement and acceptable materials and/or systems. BEC's review will cover sections of the specifications related to the building envelope. A memorandum shall be issued outlining recommendations.

b. Meetings

Meet with the Design Team, County, County's Authorized Representative, and CM bi-weekly during all construction document stages.

c. On-Going Consultation

Provide on-going consultation to assist the design team in the implementation of the recommendations. BEC/CM is required to ensure that County is aware of any requests from Design Team for additional consultation.

3) Bidding Phase – CM has been directed by County to commence work

a. Meetings

BEC will attend meetings, as requested by County or CM, to discuss bid strategies and provide input with respect to subcontractor bid evaluation.

b. Bid Package Evaluation

BEC will review the bid packages to ensure that the envelope criteria set out by the specifications and construction documents have been met. BEC will provide written recommendations.

4) Construction Phase

a. Pre-Installation Meetings

BEC will attend exterior pre-installation meetings prior to the commencement of building envelope work. The purpose of these meetings will be to discuss the design intent and the assemblies to be constructed with the trades prior to the commencement of their work.

b. Trade Submittals / Shop Drawing Reviews

BEC will review submittals of shop drawings and submittals for each of the building envelope trades prior to the Architect's review. BEC will review the submittals / shop drawings for good building practice, and for general compliance with the technical building envelope aspects of the specifications and contract drawings. In addition, the BEC will review the shop drawings and coordinate intersections between trades to identify areas where the design intent for the wall system is not carried through the interfaces between envelope systems. BEC will indicate recommendations for improvements to areas where additions information is required on the shop drawings. The BEC will issue a written memorandum for each submittal package outling findings of the review and resulting recommendations. Upon completion of the submittals / shop drawings review, the BEC shall review with Design Team who will then combine BEC's comments onto one set of submittals/shop drawings.

c. Initial Assemblies / Mock-Up Reviews

BEC will perform site observations and Field-Performance testing of selected building envelope assemblies/mock-ups. This will be used to confirm that the construction of the building envelope components is in general conformance with the contract documents and the assemblies/mock-ups will serve to define the acceptable standard for the project. The assemblies will also be used to resolve any issues related to standard details, which have been created by site conditions. All significant design issues related to the standard details, which have been created by site conditions. All significant design issues identified through this observation process will be referred to the Architect's design team for resolution and BEC will work closely with the Architect to determine appropriate solution. Minor issues can be resolved between the BEC field representative, the sub-trades and on-site personnel. BEC will provide a memorandum for each initial assembly/mock-up reviewed outlining the observations and recommendations.

d. Periodic Site Visits

Monthly site visits will be conducted in conjunction with the Architect to help confirm that the construction of the building envelope components is in general conformance with the standard established through the pre-installation meetings, initial site observations, mock-ups, and the contract documents.

The BEC will provide the CM with a written report documenting each visit. The report will be copied to the County, County's Authorized Representative(s), and Architect. In addition, an action item list will be maintained for each trade consisting of items identified through the site visits for confirmation/correction/completion by the trade subcontractor. The Action Item List will be issued once a month. This will allow efficient follow-up with the individual trades as well as documentation of the issues as they arise and are completed.

e. Field Performance Testing

Based upon the specifications and approved by the Architect, BEC and Owner, the following tests are to be performed during construction.

- ASTM E1105: Water penetration chamber test (mock-up and one test per each type of window system)
- AAMA 502.1: Spray nozzle testing. Used to water test interface conditions (Locations determined by Architect, Owner and BEC).

- Any other test as determined by Architect, Owner, and BEC.

  BEC will conduct field-performance testing and shall issue a report outlining findings of the testing, including recommendations for remedial work (if necessary).

5) Post Construction Phase
   a. Building Envelope Maintenance Manual

      Upon completion of project, and BEC will review Operations and Maintenance Manuals for the building envelope system. The manuals will include descriptions of the building envelope systems and materials used. The manuals will define appropriate operating parameters, such as temperature and relative humidity, for the building envelope and describe the life expectancy and required maintenance frequency for each of the systems and materials used. This manual shall also include material cut-sheets and manufacturer's warranties for all building envelope components as applicable and as provided to BEC for inclusion.

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END OF SECTION

SUPPLEMENTAL TERMS & CONDITIONS

The following Supplemental Terms & Conditions hereby amend, modify and supersede in the event of a conflict the terms of the Agreement and the General Terms and Conditions attached thereto as Section 00700.

00800-1 Project Management Information System (PMIS)

Construction Manager at Risk (CM) shall utilize the Owner provided PMIS (for Contract Management) and CM provided scheduling software (in accordance with Section 1, item 1.1) during both pre-construction and construction phases (if GMP agreed upon by Owner and CM) of project pursuant to this Contract/Agreement:

1. Commencing immediately after the Notice to Proceed (for pre-construction services) is issued to CM by Owner, CM shall utilize the PMIS provided by the Owner. The Owner shall provide one seat to CM. As stated previously in Section 1, item 1.1, CM is responsible for purchasing any additional required seats on PMIS. Owner shall provide one CM representative with training on PMIS.
2. The reports, documents and data provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for indentifying variances and problems for making management decisions.
3. The PMIS shall be described in terms of the following major subsystems:
    a. Narrative Reporting
    b. Schedule Control
    c. Cost Control and Estimating

    The above reports shall be submitted at least on a bi-weekly basis and shall accompany each monthly Application for Payment.

    a. Narrative Reporting Subsystem
        I. CM shall prepare written reports as described hereunder. All reports to be in 8.5”x11” format. Master and Construction schedules can be submitted in 11”x17” format for ease of reading.
        II. The Narrative reporting subsystem (During Construction Phase) shall include the following reports:
            i. Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by permitting authority, defect reports issued by A/E Team / BEC Consultant / Material Testing / Special Inspections firm or Authorized County Representative.
            ii. Monthly Cost Narrative describing the current construction cost estimate status of the Project.
            iii. Monthly Scheduling Narrative summarizing the current status of the overall Master Project Schedule and an explanation of all variances from the plan. This report shall include an analysis of the various Project sub schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

iv. Monthly Accounting Narrative describing the current cost and payment status for the entire Project. This report shall relate to the budget allocations. An explanation for all variances shall be provided.

v. A Monthly Construction Progress Report, during the Construction Phase (if selected) summarizing the Work of the various subcontractors. This report shall include information from weekly job site meetings as applicable such as general conditions, long lead items, current deliveries, safety and labor relations, programs, permits, construction problems and recommendations, and plans for the succeeding month.

vi. Daily Construction Log during the Construction Phase describing daily events and conditions of the site. Included are the CM's daily field reports.

vii. The reports in i through vii above shall be bound with applicable computer reports and submitted monthly during Construction Phase and shall be current through the end of the preceding month. Copies shall be delivered to Owner (4 copies) and Design Professional (A/E Team). A bound copy of the complete diary shall be submitted to Owner at the conclusion of the Project.

b. Schedule Control Subsystem

I. Master Project Schedule: Prior to the submittal of its first application for payment (Pre-Construction Phase), CM shall submit to Owner and Design Professional for their review and approval a Master Project Schedule covering the planning and design approvals, construction, and Owner occupancy of the Project. The schedule shall conform to the format outlined in Paragraph b, IV below. The schedule shall serve as the framework for the subsequent development of all detailed schedules and shall be updated monthly by CM throughout the Project and turned in with CM's Monthly payment-application. Within fifteen (15) calendar days of CM's submittal, Owner and Design Professional shall review the schedule and provide the CM a written list of corrections needed to approve the schedule. CM must make all corrections and resolve all comments within thirty (30) calendar days after its receipt of the Owner's and Design Professional's comments. If the schedule is not approved within said thirty (30) calendar days, Owner and Design Professional will withhold all Contract payments until the schedule is approved. The acceptance of the schedule by Owner and Design Professional in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, and any other aspect of the proposed schedule. CM is and shall remain solely responsible for the planning and the execution of all Work in order to meet Project milestones or Contract Completion dates.

II. Construction Schedule: CM shall prepare and submit to Owner and Design Professional, for their review and approval, a Construction Schedule. This schedule shall conform to the format outlined in Paragraph b, IV below. The approved cost-loaded Construction Schedule shall be attached to the GMP Amendment (along with Master Project Schedule). The Construction Schedule shall be integrated into the Master Project Schedule. The Construction Schedule shall be cost-loaded.

i. Following development and approval of the Construction Schedule & Master Project Schedule as aforesaid, CM shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule & Master Project Schedule which shall be submitted to the Owner in duplicate with their monthly payment-application. No additional compensation will be due CM for making such updates. Failure of the CM to update, revise, and submit the Construction Schedule & Master Project Schedule as aforesaid shall be sufficient grounds for Owner to find CM in substantial default hereunder and that sufficient cause exists to terminate the Contract or to withhold payment to CM until a schedule or schedule update acceptable to Owner is submitted.

ii. The CM shall prepare and provide a two week construction schedule look-ahead at all Owner, Architect and Construction Managers (OAC) meetings. Two week look ahead construction schedules shall correlate to construction schedule. CM shall submit to Owner, for approval, a two week look ahead at the first OAC Meeting. Owner shall review for format and level of detail. CM shall make adjustments per Owner's review and incorporate into two week look ahead schedules at OAC Meeting following Owner's review.

III. Construction Contractor shall prepare and incorporate into the Scheduling software, at the required intervals, the following schedules:

iii. Pre-Bid Schedules: CM shall prepare a Construction Schedule for that portion of the Work encompassed in each bid package. The Schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for subcontract completion by the successful bidder. It shall show the interrelationships between the Work of the successful bidder and that of other subcontractors, and shall establish milestones keyed to the Master Project Schedule.

iv. Subcontractor Construction Schedules: Upon the award of each subcontract, CM shall jointly with the subcontractor, develop a schedule which is more detailed that the pre-bid schedule included in the bid packages, taking into account the work schedule of the other subcontractors. The subcontractor's construction schedule shall include as many activities as necessary to make the schedule an effective tool for the construction planning and for monitoring the performance of the subcontractor. The subcontractor's construction schedule also shall show pertinent activities for material purchase orders, manpower supply, shop drawing schedules, and material delivery schedules.

v. Occupancy Schedules: CM shall jointly develop with the Design Professional and Owner a detailed plan, inclusive of punch lists, final inspections, FF&E delivery, book / collection delivery, maintenance training, and turn-over procedures, etc., to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy and shall be integrated into Master Project Schedule.

IV. Schedule Format: The Master Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of activity-on-node diagram. All activity-on-

node diagrams shall include the Activity Description, and the type of relationship between activities, including any lead or lag time, as well as being cost loaded. Further, both the Master Project Schedule and the Construction Schedule shall incorporate and be based upon the Project milestone dates set forth in this Agreement and by the Owner.

i. No activity shall have a duration greater than fifteen (15) work days or less that one (1) work day. If requested by Owner or Design Professional, CM shall furnish any information needed to justify the reasonableness of activity duration. Such information shall include, but not be limited to, estimated activity manpower, anticipated quantities, and production rates.

ii. Procurement shall be identified with at least two (2) activities: fabrication and delivery. CM shall insure that all work activities that require a submittal are preceded by the appropriate submittal and approval activities.

iii. Only contractual constraints shall be shown in the schedule logic. No other restraints are allowed unless approved in writing by Owner or Design Professional. This disallowance of constraints includes the use of any mandatory start or finish dates selected by CM.

iv. Activities shall be identified by codes to reflect the responsible party for the accomplishment of each activity (only one party per activity), the Phase/Stage of the Project for each activity, and the Area/Location of each activity.

v. The construction time frame for the Work, or any milestone, shall not exceed the specified Contract Time. Logic or activity durations shall be revised in the event that any milestone or Contract completion date is exceeded in the schedule.

vi. Float is defined as the amount of time between when an activity “can start” (the early start) and when an activity “must start” (late start). It is understood by Owner and CM that float is a shared commodity, not for the exclusive use or financial benefit of either party. Either party has the full use of the float until it is depleted.

vii. The CPM schedules must be generated, stored and maintained on the Owner’s scheduling software. It is the CM’s responsibility for the seat licenses and any other training required outside of training which is provided by Owner.

viii. Initial Schedule Submittal Requirements:

1. Predecessor/Successor Sort
2. Total Float/Early Start Sort
3. Responsibility/Early Start Sort
4. Area/Early Start Sort
5. Logic Diagram: Produce diagram with not more than 100 activities per ANSI D (24” x 36”) size sheet. Insure each sheet includes title, match data or diagram correlation, and key to identify all components used in the diagram.
6. Narrative discussing general approach to completion of the Work.
7. Cost Loading of schedule

ix. Schedule Update Requirements: CM shall update schedules monthly to show actual, current progress and submitted with monthly pay-applications. The schedule updates shall be submitted within seven (7) calendar days of the data dates. These updates shall include:

1. Dates of activities actual starts and completions.

2. Percent of Work remaining for activities started by not completed as of the update date.
3. Narrative report including a listing of monthly progress, the activities that define the critical path and any changes to the path of critical activities from the previous update, sources of delay, any potential problems, requested logic changes, and Work planned for the next month.
4. Predecessor/Successor Sort
5. Total Float/Early Start Sort
6. Responsibility/Early Start Sort
7. Area/Early Start Sort
8. Fragnet of logic diagram for all requested logic changes.
9. Updated logic diagram as required by Owner. At a minimum, Owner shall require a final logic diagram a the end of the Work showing the planned and actual starts and completions.
10. A bar chart comparison of the updated schedule to the initial (baseline) schedule this diagram shall show actual and planned performance dates for all completed activities.
11. All update information shall be an accurate representation of the actual Work progress.

V. Recovery Schedule: If the initial schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require a recovery schedule for completion of the remaining Work by the required Contract milestone date. The Recovery Schedule submitted shall meet the requirements as the original Construction Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Contract milestone dates.

VI. Change Orders: When a Change Order is proposed, CM must identify all logic changes as a result of the Change Order. CM shall include, as part of each Change Order proposal, a sketch showing all schedule logic, revisions, duration changes, and the relationships to other activities in the approved Construction Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, CM will revise the Construction Schedule or current update. The logic changes required by the Change Order will be considered incidental to CM's work. No separate payment will be made.

c. Cost Control Subsystem: The operation of this subsystem shall provide sufficient timely cost data and detail to permit CM to control and adjust the Project requirements, needs, materials, equipment, and systems by building and site elements so that the Work will be completed at a cost which, together with the CM Fee, will not exceed the GMP. Requirements for this subsystem include submissions at the following phases of the Project:
   I. Pre-Construction Phase estimates as required by Contract Documents; and
   II. At establishment of the GMP (50% Construction Document's)

d. Project Accounting Subsystem: This subsystem shall enable CM to plan effectively and Owner to monitor and control funds available for the Project, cash flow, costs, Change Orders, Construction Change Directives, payments, and

other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, the amounts payable, and also enable the Owner to stay informed as to the overall Project Status. This subsystem will be produced and updated monthly (and included in Monthly Report with Monthly Pay-Applications) and includes the following reports:

I. Costs Status Report representing the budget, estimate, and base commitment (awarded subcontracts and purchase orders) for any given subcontract or budget line item. It shall show approved Change Orders and Construction Change Directive for each subcontract which when added to the base commitment will become the total commitment. Pending Change Orders also will be shown to produce the total estimated probable cost to complete the Work.

II. Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

III. Detailed Status Report showing the complete activity history of each item in the Project accounting structure and includes an earn value graph. It shall include Budget, estimate, and base commitment figures for each subcontract. It shall give the Change Order History, including Change Order numbers, description, proposed and approved dollar amounts. It shall show all pending or rejected Change Orders.

IV. Cash Flow Diagram showing the projected accumulation of cash payments against the Project. Cash Flow Projections shall be generated for anticipated monthly payments as well as cumulative payments.

V. Job Ledger shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The job ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

END OF SUPPLEMENTAL TERMS AND CONDITIONS.

HEERY/RUSSELL - *a joint venture*

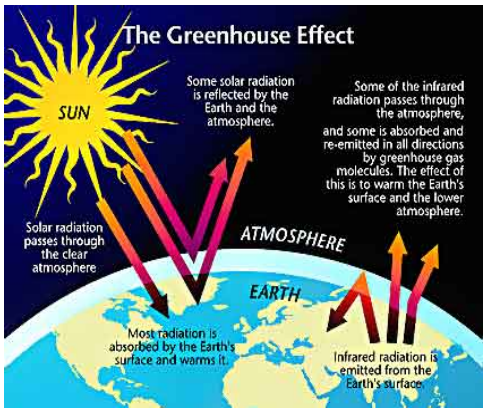
LEED Implementation Plan for Atlanta-Fulton Public Library System

LEED
LEADERSHIP IN ENERGY & ENVIRONMENTAL DESIGN

SUSTAINABILITY

Meeting the needs and desires of the present without compromising the ability of children to meet their needs in the future

1987 UN Conference's Brundtlandt Commission



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heery/russell - a joint venture

Shaping the Structures that Shape our Lives.

II. PURPOSE

On July 16, 2008 the Fulton County Board of Commissioners voted to place a $275 million bond referendum on the November 4, 2008 ballot to implement the Library's Facility Master Plan. The referendum was approved with 65% support. On September 1, 2010 the Atlanta-Fulton Public Library System received approval to engage the Heery/Russell JV, Program Management Team (PMT) to provide program management services for Phase I of the library's capital improvement program.

Fulton County Government, is seeking proposals from qualified Architectural and Engineering (A/E) firms to provide sustainable design services for eight (8) new branch libraries and two (2) renovated/expanded libraries. These ten (10) libraries are part of the Atlanta-Fulton Public Library System Capital Improvement Program (Phase-I). Each of the projects will be designed and constructed to meet the requirements of the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED), New Construction version 3.0 (i.e., LEED NC v3.0).

The projects will be registered with the Green Building Certification Institute (GBCI) by each architectural firm in order to use the LEED-online templates and documentation system. The County intends that the site and building design meet high performance design and construction standards and practices that maximally achieve the County's three most important capital improvement goals:

1. Energy Performance
Accomplished by using an energy conscious approach to issues such as the building's orientation, the thermal efficiency of the building's envelope, equipment sizing, reduction of heat island effect by designing the site and landscaping using light reflective surfaces, the use of lighting controls, and the use of high performance windows that all work together to reduce building heat loads;

2. Water Efficiency Measures
Accomplished by incorporating the use of water-conserving fixtures such as low-flow water closets, water efficient cooling towers, and landscape irrigation efficiency;

3. Improved Indoor Environment Quality
Appropriate approaches include choosing non-toxic materials that minimize any adverse environmental impact. Provide a mix of natural daylighting and sensors that allow artificial lighting to be dialed on and turned up as needed. Provide appropriate acoustical designs throughout the library to absorb sound as necessary. Finally, provide for excellent indoor air quality and natural ventilation that achieves proper thermal comfort for occupants.

The Heery/Russell Program Management Team (PMT) will have LEED Administration oversight for all ten (10) library projects. Each A/E team will assign a LEED AP who is responsible for performing LEED Administration on the library project that their team is awarded. Each A/E team will coordinate with the project's CM team to make sure that their project is documented beyond LEED Silver certification ensuring that LEED Silver is achieved.

By coordinating LEED Administration efforts among all ten (10) projects the PMT will take advantage of program standardization and economies of scale and share LEED documentation that attempts the same points. For example, the PMT might recommend that all teams use the County's existing waste

hauling vendor on all ten (10) projects, and share the back-up documentation to save time and leverage the uniformity of LEED Credits as detailed under the new "**LEED Volume Program**".

III. PROGRAM DESCRIPTION AND SCOPE

PROGRAM DESCRIPTION

Fulton County and its residents are committed to sustainability. In July 2005 Fulton County Government's eight thousand square foot East Atlanta Library became Georgia's first LEED™ Silver library, completed on time and within budget. The new capital library projects must be community focused sustainable spaces that are aesthically pleasing, cost-efficient to maintain, and healthy places for employees to work in and the public to enjoy. The intent of this LEED Implementation Plan is to honor the County's and the public's commitment to environmental stewardship.

The PMT will oversee; check, review, and comment on design work and LEED documentation performed by the AE/CM project teams. The PMT, along with the assigned County staff, will maintain responsibility for program coordination, and implement controls to ensure projects stay on schedule and within budget, and implement approved sustainability goals. There will also be three specialty consultants engaged to develop library program standards for Information Technology/Building Security; Wayfinding/Graphic Designs; and Furniture, Fixtures and Equipment (FF&E) on select library furniture, fixtures and equipment. These specialty consultants will provide library standards that represent "sustainable products". Product manufacturers and installers will have demonstrated sustainable practices in their delivery, installation and handling of waste. This sustainable uniformity of design standards will offer opportunities for the creation of LEED prototypes that can be used to leverage uniformity of LEED Credits, and save time in the documentation of each library project. The PMT will coordinate these shared LEED documentation opportunities for all ten projects.

The PMT understands that communication and working relationships are integral to achieving LEED Certification for this program. Our work will use existing project budgets to achieve as many LEED points as possible and ensure that each of the ten (10) project listed below is as eco-friendly as possible.

PROGRAM SCOPE

The County will solicit proposals from qualified A/E firms and qualified CM firms to design and construct the following eight (8) new libraries: Alpharetta, Palmetto/Chattahoochee Hill Country, East Roswell, Milton, Northwest Atlanta, Southeast Atlanta, Stewart-Lakewood, and Wolf Creek and the following two (2) major expansions of the Auburn Avenue Research Library, and South Fulton Library.

Alpharetta
A new 25,000 s. f. branch library.

East Roswell
A new 15,000 s. f. branch library.

Northwest

A new 25,000 s. f. branch library.

Stewart-Lakewood
A new 25,000 s. f. branch library.

Wolf Creek
A new 25,000 s.f. branch library.

Auburn Avenue Research Library
Major renovation and expansion of 50,000 s.f. branch library.

Milton
A new 25,000 s.f. branch library.

Palmetto
A new 10,000 s.f. branch library.

Southeast
A new 15,000 s.f. branch library.

South Fulton Addition
Renovation and expansion that adds 10,000 s.f. to the existing 15,000 s.f. structure for a total renovation and expansion of 25,000 s.f. for this branch library.

IV. LEED REQUIREMENTS AND GOALS

These ten (10) library projects will be designed and constructed to meet the requirements of the United States Green Building Council's (USGBC) Leadership in Energy and Environmental Design, New Construction version 3.0 (LEED-NC v3.0) LEED Silver rating level as required in the Request for Proposal (RFP).

Each library project shall be registered with the Green Building Certification Institute (GBCI) by the A/E team's LEED AP and that LEED AP will use the LEED Letter Templates and LEED-online documentation process. GBCI will provide validation of LEED credit achievements using the documentation prepared by the A/E's LEED AP. The project's LEED Administrator may recommend that their project purchase a separate design review by GBCI to receive early verification that the team is on track with their LEED "design phase" documentation, and then have the final review when the project has been completed. The team may elect to purchase only a joint design/construction review for the project that is submitted when the project has been completed.

V. STEP-BY-STEP IMPLEMENTATION PLAN

A. LEED Accredited Professional

Provide a copy of the A/E's LEED Accredited Professional's certificate.

B. LEED Checklist Tracking Document

The PMT will schedule a charette with each library team to develop a final LEED Checklist, tracking documentation based on general information about the project including: the project's site, any special circumstances, the team's decisions about individual credits, and required Action Items. This final LEED Checklist includes, but is not limited to the following items for each prerequisite and credit:

- Design or construction submittal designation
- Credit requirement and available options (if applicable)
- Status of credit pursuit (yes, probable, maybe, not probable, no)
- Designation of the project team member(s) primarily responsible for implementing the each credit
- Project-specific remarks/tasks providing background information; comments on decisions made by the team; any special credit documentation requirements due to use of Credit Interpretation Requests (CIRs), the LEED-NC Application Guide for Multiple Buildings and On-Campus Building Projects, or other reference documents; and all outstanding Action Items

In addition, LEED documents will include specific information regarding Innovation in Design credits attempted for each project including the intent of the credit, requirements for compliance, and documentation required to demonstrate proper compliance. LEED documents will be continuously updated throughout the project's design and construction process. This provides a method of communication for all team members to stay informed of their LEED responsibilities for each library project. These documents are included in Appendix A.

C. Coordination of Project Meetings

Each project's LEED-AP will provide ongoing document review and LEED support to all disciplines during design and construction. The project's LEED AP will coordinate with the PMT's LEED Administrator concerning their project's monthly progress toward LEED Silver. Any outstanding items or changes to the LEED approach will be discussed monthly to ensure that all team members are fully aware of the LEED status for each project and that the team is on track for LEED Silver certification.

D. Project's Document Review

The project's LEED-AP will conduct full reviews of the project documents to ensure compliance with pursued LEED credits at the milestone submittals and will keep the PMT's LEED Administrator updated. Comments stemming from these reviews will be distributed to the team via a formal monthly report addressing all disciplines LEED responsibilities. The project's LEED-AP will ensure that documentation for all LEED credits will be completed and submitted to LEED Online.

E. Construction Credits Tracking and Documentation

The CM will provide the project's LEED AP with construction LEED Templates or other tracking documents that will be used to track and document LEED credits to be earned

during construction. The project's LEED AP will assist the CM in preparing LEED documentation and will review construction documentation prepared by the CM for their assigned credits such as construction activity pollution prevention, construction waste management, construction Indoor Air Quality Management, etc.

F. Project Specifications

Each project's specifications will include appropriate information required to meet the targeted LEED credits and will be reviewed by the project's LEED-AP and the PMT's LEED Administrator to seek opportunities to use uniformity of design standards for the creation of possible LEED prototypes that can be used by each of the ten library projects to save time and leverage uniformity of LEED Credits. The library program's three specialty consultants engaged to develop library program standards for Information Technology/Building Security; Wayfinding/Graphic Designs; and Furniture, Fixtures and Equipment (FF&E) standards for select library furniture, fixtures and equipment will provide library standards that represent "sustainable products" and whose manufacturers and installers have demonstrated sustainable practices in their delivery, installation and handling of waste. The PMT will coordinate these shared LEED documentation opportunities for all ten projects.

G. Project Phase Deliverables

There are five project phases for each library. The phases are: Schematic Design Phase, Design Development Phase, Construction Document Phase, Construction Phase and Post Construction Phase.

I. SCHEMATIC DESIGN PHASE – (30% LEED DELIVERABLES):

- Site Orientation (Test Fit Plans) If possible orient building to accept photovoltaics , plan for building shading (with calculated overhangs or other shading devices), take advantage of prevailing summer breezes for placement of possible porches, balconies or patios, provide winter wind protection and determine if the use of earth berms or vegetation would be useful to mitigate temperature extremes. If applicable map shadow patterns from existing buildings. Show existing vegetation that would remain and plan for wide sidewalks to encourage "live-walk" community usage.
- Review and report on the project's Phase I & Phase II Environmental documents for a Brownfield Credit Opportunity.
- Plan for durable, salvaged recycled and recyclable materials where appropriate.
- Plan for renewable materials that are harvested from a sustainably managed forest.
- Plan to use local, indigenous and easy to maintain materials and methods to avoid high transportation cost and, high energy operating costs, and that create local jobs which support the local economy.
- SD Phase Plans/Drawings should address the project's LEED Checklist Credits that are appropriate for this phase.
- Water and Energy conservation are important sustainable goals of Fulton County
- Monthly LEED Progress Report

- SD Sustainable Cost Estimate provided with 30% submittal package

II. DESIGN DEVELOPMENT PHASE (60% LEED DELIVERABLES):

- DD Layout /Drawings and color boards
- DD Table of Sustainable Products/Materials
- DD Phase Plans/Drawings should address continued development of the project's LEED Checklist Credits that are appropriate for this phase.
- Monthly LEED Progress Report
- DD Sustainable Cost Estimate provided with 60% submittal package

III. CONSTRUCTION DOCUMENT PHASE (90% LEED DELIVERABLES)

- Final Drawings, Details, Products and Finishes
- Detailed Cost Estimate
- Product Alternates
- CD Phase Plans/Drawings should address continued development of the project's LEED Checklist Credits that are appropriate for this phase.
- Monthly LEED Progress Report
- Bid and Supporting Documentation
- CD Sustainable Cost Estimate provided with 90% submittal package

IV. CONSTRUCTION PHASE (95% LEED DELIVERABLES)

- Final Products, Delivery, and Installation Documentation
- Specified Product Submittals and Warranties
- Supporting LEED Documentation
- Monthly LEED Progress Report

V. POST CONSTRUCTION PHASE (100% LEED DELIVERABLES)

- Final LEED Progress Report
- Final LEED On-Line Submission and Certification Process
- Green Housekeeping Policy & Green Pest Control Policy
- Final Sustainable Costs Report

H. Project's Energy Model Requirements

An energy analysis will be performed by the project's engineering team to ensure that the project meets the energy simulation requirements for LEED Energy and Atmosphere Prerequisite and Credit 1 under LEED-NC v3.0 listed below:

Prerequisite 1: Fundamental Commissioning of Building Energy Systems

Prerequisite 2: Minimum Energy Performance

Prerequisite 3: Fundamental Refrigerant Management

Credit 1: Optimize Energy Performance (EAc1)

Annual building energy usage for the proposed building design and code-compliance is forecast by the project's engineer based on DOE-2's three-dimensional computer software model to calculate the building's energy use.

The energy modeling process shall begin as early as possible in the design process to use the predicted energy savings to inform design decisions concerning building envelope, HVAC system design, and electrical (primary lighting) system design. Multiple iterations of the building energy model will be completed as the design progresses, with the final model serving as the basis for the EA Prerequisite 2 and Credit 1 LEED documentation. LEED-NC v3.0 evaluates savings in energy cost based on an ASHRAE 90.1-2007 code compliance. The following savings calculation will be used to determine the number of points achieved under EAc1:

Percent savings = (Baseline annual energy cost – Proposed annual energy cost)/ (Baseline annual energy cost).

I. Commissioning the Project to Comply with LEED NC v 3.0

The County may choose to hire an independent Commissioning Agent that is not part of the design or construction team to perform the project's building systems commissioning in compliance with LEED EA Prerequisite 1, Fundamental Commissioning of Building Energy Systems. The Owner's Project Requirements (OPR) and Basis of Design (BOD) documents will be created by the project's team and will be reviewed for clarity and completeness by the Commissioning Agent. The Commissioning Agent will review the design documents and submittals to verify compliance with the OPR and BOD documents.

Green Buildings may include special systems and equipment that are not familiar to the owner, maintenance staff, or some members of the design and construction team. Consulting an independent, qualified commissioning agent during the programming phase can save time and money, and perhaps most importantly, ensure that the building functions properly and is easy to maintain and operate as designed. ASHRAE defines commissioning as, "the process of ensuring that systems are designed, installed, functionally tested, and capable of being operated and maintained to conform to the design intent." The process begins with planning and includes design, construction, start-up, acceptance, and training, and can be applied throughout the life of the building.

LEED protocol includes two levels of commissioning. The basic commissioning activities that are a prerequisite to achieving any rating are:

- Engaging a commissioning authority
- Collecting and reviewing the design intent and basis of design documentation.
- Including commissioning requirements in the construction documents
- Developing and using a commissioning plan
- Verifying the installation, function performance, operational training, and maintenance documentation of each commissioned system
- Completing a commissioning report

To receive an additional credit for commissioning, the following additional activities must be performed:

- Conduct a focused review of the design prior to the construction documents phase
- Conduct a focused review of the construction documents when close to completion
- Conduct a selective review of contractor equipment submittal documents for equipment to be commissioned
- Develop a recommissioning management manual
- Have a contract in place for a near warranty end or post occupancy review

The above building commissioning activities are performed during each project's design and/or construction phase. These phases include: Programming, Design, Construction Acceptance and Post occupancy (10 months following occupancy).

J. Final Preparation and Review of LEED Credit Documentation

The project's LEED AP will help the project team as needed in the preparation of their LEED templates and supporting documentation. The PMT's LEED Administrator will review the entire LEED documentation process through design and construction via the LEED-online process. The project's LEED AP will ensure that final preparation of LEED documentation is complete for review by the PMT's LEED Administrator and by required Fulton County staff.

Summary

Detailed LEED programming is essential to understanding the goals and limits of each project, and to resolve issues by involving users and decision-makers throughout the process. The program defines the constraints, amenities, and environmental needs associated with the project. The team will explore a range of sustainable ideas and Innovation in Design Credits for each project through interactive work sessions. These ideas are developed, refined, and result in a comprehensive listing of needs, market demands, space requirements, and budgets. The project begins with a kickoff meeting/charette of stakeholders, proposing a sustainable scope of work and a method of exchanging pertinent information related to project goals and visions resulting in an increased understanding for both the project team and the Owner for the following important issues:

- ✓ Refine and define each project's LEED certification feasibility and then register each project under LEED NC v3. Set LEED Silver as a goal but document enough points for LEED Gold certification to insure Silver certification.
- ✓ Manage the process via LEED Online and assist the team in using LEED Online and preparing submittals.
- ✓ The team and the Owner choose the preferred sustainable alternatives for each project. Development guidelines are addressed, zoning requirements applied, and landscape development concepts considered.
- ✓ Capture credit synergies and strategies for projects to share opportunities for LEED credits.
- ✓ Review Community Overlay District requirements and Neighborhood sustainable land use and urban design opportunities, as well as Historic Districts and cultural activities.

- ✓ Transportation Corridors and Pathway Accessibility for each library. This information will be incorporated under the LEED Sustainable Site implementation strategies:

    - Public Transportation
    - Vehicular Transportation
    - Bike Transportation
    - Pedestrian safety

Successful LEED implementation begins when the team has an understanding of the issues associated with their library project's sustainability plan; they have studied existing and ongoing sustainability efforts; they understand program requirements, and have identified opportunities and constraints. The project's collective dreams and visions are now couched in reality. LEED Documentation is a living process of gathering information, then organizing it into a LEED Checklist and Scorecard framework that assists the project team in making timely and appropriate decisions over the project's life, including:

- ✓ Identifying "project stopper" issues that could delay the implementation of possible LEED points. All LEED prerequisites, achievable credits and achievable regional environmental goals will be targeted and have effective communication with the project team and stakeholders.
- ✓ Gathering, organizing, analyzing, and disseminating relevant LEED information from a diverse range of sustainability sources in a timely manner, including Credit Interpretation Requests (CIR) from USGBC/GBCI.
- ✓ Considering the project's purchase of a Design Review from GBCI so the team can know they are on the right track, allowing it time to recover if tactical changes are needed.
- ✓ Balancing the project requirements with available funding to ensure feasibility of LEED points prior to initiating design.
- ✓ Incorporating client sustainability objectives, existing conditions, ideals for achieving the goals, and project requirements in a concise and comprehensive document that can be easily reviewed and approved by the client. This is accomplished via the LEED Task Matrix that identifies and outlines what is required for each LEED point. It lists opportunities for Innovation in Design Credits such as creating a Green Housekeeping Plan, a Green Procurement Plan, a Green Jobs Initiative, Life Cycle Analysis, and purchasing Renewable Energy to offset the projects carbon emissions. The LEED Task Matrix identifies the team member responsible for each point as well as the submittal phase under which the points should be completed.
- ✓ The last 15 years within the sustainable construction industry have witnessed training of the architectural/design community, manufactures, and end users to think green. By contrast the trades in the field responsible for erecting high performance buildings have not received this same level of green training that allows the design intent to be easily transferred and realized. To help solve this disparity the team will participate in the County's 1st Source Jobs Program. The County's 1st Source Jobs Program requires that 50% of all entry level positions filled by the A/E and CM teams be filled with County residents from Fulton County's Workforce Development Program. By participating in this County program we show the Owner and the community that they are the most important members of the library team!

TRACKING PROJECT MILESTONES

Track Project Status	**Tracking Project Dates**
Planning /Programming	
Land Acquisition	
Design RFP	
BOC Approval	
Design NTP	
Design	
Const. Bidding	
BOC Approval	
Const. NTP	
Construction	
Closeout	
Warranty Period	
Training	
Green Jobs Created	

(Note: Backup documents submitted in Draft 1)

OWNER - CONTRACTOR PRE-CONSTRUCTION SERVICES AGREEMENT

[INSERT PROJECT # AND TITLE]

Construction Manager: _____
Project No. _____

Address: _____ Telephone: _____

Contact: _____ Facsimile: _____

THIS AGREEMENT is effective as of the _____ day of _____, 20 , by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONSTRUCTION MANAGER in accordance with all provisions of this Pre-Construction Services agreement, consisting of the following Contract Documents:

Section 1 – Introduction
Section 2 – Instructions to Proposers
Section 3 – Proposal Requirements
Section 4 – Evaluation Criteria
Section 5 – Proposal Forms
Section 6 – Contract Compliance Requirements
Section 7 – Insurance and Risk Management Provisions
Section 8 – Bid Bond
Section 9 – Bonding Requirements
Cost Proposal Forms
Section 00700 – General Conditions
Section 00800 – Supplemental Terms and Conditions
LEED Implementation Plan
Addenda No. _____ through _____
Construction Managers (Proposers) Response to RFP

WITNESSETH: That the said Construction Manager has agreed, and by these presents does agree with the said County, for and in consideration of a Contract Price of _____($_____) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and substantial, and workmanlike manner, the Work specified, in strict conformity with the Scope of Work set forth, with the proposal submittals made by the Construction Manager, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Sections and Exhibits describing Construction Manager at Risk Scope of Work for Pre-Construction Services and listed in the Request for Proposal entitled:

Project Number: RFP#XXXXXXXXX-MH

[INSERT PROJECT NAME]

The Construction Manager shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed from the County, and shall complete the work within **365** calendar days from the Notice to Proceed or the date work begins, whichever comes first. The Construction Manager shall remain responsible for performing, in accordance with the terms

of the contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days.

For each calendar day that any work remains uncompleted after the time allowed for completion of the work , the Contractor shall pay the County the sum of $1,500.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages. Liquidated Damages shall not apply to Pre-Construction Phase of the Contract.

As full compensation for the faithful performance of this Contract, the County shall pay the Construction Manager in accordance with the General Conditions, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Construction Manager shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Construction Manager shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Construction Manager hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Construction Manager's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Construction Manager or the Construction Manager's agents, Servants, or employees, or by any of the Construction Manager's subcontractors or suppliers, and the Construction Manager shall indemnify and hold harmless the County, the Program Manager, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Program Manager negligence (except that no party shall be indemnified for their own sole negligence). The Construction Manager, if requested, shall assume and defend at the Construction Manager's own expense, any suit, action or other legal proceedings arising there from, and the Construction Manager hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Program Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Program Manager, the County may withhold from any payment due or thereafter to become due to the Construction Manager under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Program Manager from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Construction Manager to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Construction Manager within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Construction Manager. **[See General Conditions for similar provisions]**

During the Performance of this Agreement, the Construction Manager agrees as follows:

1. Construction Manager will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

2. Construction Manager will, in all solicitations or advertisements for employees placed by, or on behalf of, Construction Manager state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin;
3. Construction Manager will cause the foregoing provisions to be inserted in all subcontracts or purchase orders for any work covered by the Agreement so that such provision will be binding upon each subcontractor, subconsultant, or vendor, provided that the foregoing provisions shall not apply to contracts, subcontracts or purchase orders for standard commercial supplies or raw materials.
4. During the term of this Agreement, including any renewals or extensions of this Agreement, Construction Manager shall provide to the County quarterly written reports demonstrating it compliance with this Equal Employment Opportunity clause in a form satisfactory to the County. Consultant shall take such action with respect to any subcontract or purchase order as the County may reasonably direct as a means of enforcing these terms and conditions, including without limitation sanctions for non-compliance; provided, that if the Construction Manager becomes in, or is threatened with, litigation with a subconsultant, subcontractor, or vendor as a result of any direction, the Construction Manager shall notify the County and may further request the County to enter the litigation to protect the interests of the County and Program Manager.
5. If the County determines that the Consultant is not in compliance with the County's Nondiscrimination Policy, this Equal Employment Opportunity clause, or any Fulton County resolution, policy or procedure pertaining to contract compliance, such non-compliance may be construed as the Construction Manager's Material Breach of this Agreement for cause pursuant to paragraph 00700-38 in the General Conditions of this Agreement and the County may declare the Construction Manager ineligible for further County contracts.

This Contract constitutes the full agreement between the parties, and the Construction Manager shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Construction Manager and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on [Insert approval date and item number].

[SIGNATURES NEXT PAGE]

DRAFT

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

John Szabo, Director
Atlanta-Fulton Public Library System

APPROVED AS TO CONTENT:

David Ricks, Director
General Services Department

CONSTRUCTION MANAGER:

[Insert Construction Manager COMPANY NAME]

[Insert Name & Title of person authorized to sign contract]

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

DRAFT

END OF SECTION

DRAFT

GMP AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

AMENDMENT NO. 1 TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER FOR _____ AGREEMENT NO._____.

Pursuant to Sections XX and XX of the Agreement, dated _____, between Fulton County (Owner) and _____ (Construction Manager), with respect to the construction of the Owner's _____ (Project), the Owner and the Construction Manager hereby agree to amend and modify the Agreement by the Amendment and establish a Guaranteed Maximum Price (GMP) and Contract Time for all the Work as set forth below:

ARTICLE 1

SCOPE OF WORK

The Scope of Work consists of construction of a _____, in accordance with the Agreement, this Amendment and the other Contract Documents listed as Attachments 1 through ___ below, which are hereby incorporated into and made part of the Amendment by this reference:

Attachment	Description	Pages	Date
A	List of Drawings & Specifications	____ through ____	_____
B	Contingency	____through_____	_____
C	Assumptions & Clarifications	____through_____	_____
D	Completion Schedule	____through_____	_____
E	Schedule of Values	____through_____	_____
F	List of Major Subcontractors & Major Suppliers	____through_____	_____

ARTICLE 2

GUARANTEED MAXIMUM PRICE

2.1 Construction Manager's Guaranteed Maximum Price (GMP) for the Work, including the estimated Cost of the Work as defined in Section X of the Agreement and Construction Contractor's Fee as defined in Section X of the Agreement is _____ ($_____).

DRAFT

2.2 The GMP includes material that may be purchased directly by the Owner (Owner Direct Purchases). The estimated value of materials that may be purchased directly by the Owner is _____ ($_____). Construction Manager will initially process one (1) deductive Change Order under this Agreement for the entire estimated amount of Owner Direct Purchases, inclusive of sales taxes. Prior to final payment, a final reconciliation of the Owner Direct Purchases against the GMP will be performed and such deductive Change Order will be prepared for the Owner's review and execution.

2.3 The Construction Manager's Fee for the entire Work anticipated on this Project is hereby established as a lump sum amount of _____ ($_____), said lump sum amount is included within the above noted GMP.

2.4 The General Condition expenses for the entire Work anticipated on this Project are hereby established as a lump sum amount of _____ ($_____), said lump sum amount is included within the above noted GMP. The items included as General Condition Expenses are listed in the Agreement No. ____, Section 00700. Except as said lump sum amount for General Condition expenses may be expressly adjusted by Change Order or Construction Change Directive, Construction Manager acknowledges and agrees that Owner shall have no liability for any General Condition expenses beyond payment of the above noted lump sum amount and Construction Manager agrees that it shall not be entitled to receive any additional compensation from Owner for the General Conditions beyond the above lump sum amount.

2.5 Monthly installment payment of the Construction Contractor's Fee and the General Condition expenses shall be based upon the percent completion of the designated portion of the Work for that particular month.

2.6 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the required Work, but excluding all items that are to be reimbursable without duplication as a Cost of the Work, but excluding all items that are to be reimbursed under the lump sum General Condition expense amount noted in paragraph 2.4 above, the parties have agreed to establish a contingency within the GMP in an amount not-to-exceed amount of _____ ($_____). Contingency funds shall be used to cover costs that arise during construction that are not identified in the Construction Documents. Construction Manager shall not proceed with any portion of the Work which it intends to charge against this contingency without first obtaining Owner's express written authorization to proceed. The Construction Manager acknowledges and agrees that any work which is to be charged against the contingency that does not receive such prior written approval from the Owner shall be deemed to be part of the Construction Manager's basic Work compensated within the GMP and not chargeable against the Owner's Contingency. The Owner reserves the right, at its sole discretion, to withhold its consent on contingency expenditures. Further, any contingency expenditure become part of the Contract Documents and are incorporated by reference herein. Unused contingency remaining at the end of the job will be

credited from the guaranteed maximum price. Construction Manager has no entitlement to any portion of any unused contingency.

2.7 The parties have agreed to establish an allowance within the GMP for _____ in the amount of _____ ($_____). Construction Manager shall not proceed with any portion of the Work associated with the aforesaid allowance (Allowance Work) without first obtaining Owner's express written authorization to proceed with said Allowance Work. Allowance Amounts are reflected in Attachments ____ through ____.

2.8 Pursuant to Section 00700-87, 6 of the Agreement , if at the time final payment is made to Construction Manager the total Cost of the Work has been increased by approved Change Orders in an amount causing the original GMP as set forth in this Amendment to be exceeded by more than _____ ($_____), then Construction Manager shall be entitled to an increase in the Construction Manager's Fee in the amount of _____ (_____%) of the amount exceeding the sum of _____ ($_____) plus that original GMP amount.

ARTICLE 3

CONTRACT TIME

3.1 The Construction Phase Commencement Date for the Work is _____. The total period of time beginning with the Construction Phase Commencement Date through the date required for Substantial Completion of the Work is _____ (_____) days (Contract Time). The Substantial Completion date is therefore established as _____.

3.2 Pursuant to this Agreement, the parties have established a liquidated damage rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Construction Manager's responsibility to complete the Work within the Contract Time as stated herein. Accordingly, the liquidated damage rate established in this Agreement shall be assessed from Construction Manager for each calendar day Construction Manager fails to achieve Substantial Completion for the Designated Work within the Contract Time.

ARTICLE 4

MISCELLANEOUS

4.1 Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, Owner and Construction Manager agree that the terms of this Amendment shall prevail and control.

4.2

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OWNER:

FULTON COUNTY, GEORGIA

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

John Szabo, Director
Atlanta-Fulton Public Library System

APPROVED AS TO CONTENT:

David Ricks, Director
General Services Department

CONSTRUCTION MANAGER:

[Insert Construction Manager COMPANY NAME]

[Insert Name & Title of person authorized to sign contract]

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

END OF SECTION

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FULTON COUNTY GOVERNMENT

LIBRARY CAPITAL IMPROVEMENT PROGRAM

(Name of Specific Library Project)

(Name of Construction Firm)

DRAFT

GENERAL LIABILITY WRAP-UP MANUAL

Version 1
07/11/2011

(Admin. Name), Wrap-Up Administrator,
(Admin. Address)
Phone: (Admin. Phone), Fax: (Admin. Fax)

V. 2011-05-23

INTRODUCTION

FULTON COUNTY GOVERNMENT (Owner) intends to purchase a Wrap-Up Program (Wrap-Up) providing General Liability and Excess Liability insurance for (Name of Construction Firm) (Construction Manager) and all Subcontractors of every tier working on the Project who are enrolled in the Wrap-Up. **Participation is mandatory, except for those identified as Excluded Parties, BUT IT IS NOT AUTOMATIC. Each Contractor must follow enrollment procedures as described herein. The Owner has specified that insurance costs be identified in (and subsequently removed from) all initial bids, change orders and final contract value.**

The insurance protection provided by the Wrap-Up, as well as your rights and responsibilities under the program, are as much a part of your Contract as the actual work specifications. All terms and conditions of this Wrap-Up Manual are incorporated by reference into your Contract.

Any questions regarding the particulars of this program can be discussed at pre-bid and pre-award meetings, or by contacting the Wrap-Up Manager (see directory).

This Manual does not, and is not intended to, provide coverage interpretations or complete information about coverages. The terms and conditions of the respective insurance policies will govern how coverage is applied.

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DIRECTORY

Owner:	**FULTON COUNTY GOVERNMENT**
Project Executive-	Name Phone: Address Fax: E-mail:
Construction Manager:	**(Name of Construction Firm)**
Project Manager	Name Phone: Address Fax: E-mail:
Wrap-Up Manager:	**(Name of Wrap-Up Manager Firm)**
Wrap-Up Program Manager-	Name Phone: Address Fax: E-mail:
Wrap-Up Administrator-	(Admin. Name): (Admin. Phone): (Admin. Address): (Admin. Fax): (Admin. E-mail):
Wrap-Up Claims Consultant-	Name Phone: Address Fax: E-mail:

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DEFINITIONS

Contract: The written agreement between FULTON COUNTY GOVERNMENT and (Name of Construction Firm) or between (Name of Construction Firm) and its Subcontractors of every tier.

Construction Manager: (Name of Construction Firm)

Enrolled Contractor(s): The Construction Manager and Subcontractors of any tier who has been awarded work and met the requirements to become enrolled in the Wrap-Up as evidenced by a certificate of insurance issued by the Wrap-Up Manager. The Owner may, at its discretion, include a Subcontractor who, otherwise by definition, would be an Excluded Party.

Excluded Parties: Contract haulers or truckers, consultants, vendors, suppliers, material dealers, asbestos abatement, EFIS, or other hazardous material contractors, or others merely making deliveries to or pickups from the Jobsite. In addition, Subcontractors whose contract price is less than $10,000 will be excluded from the Wrap-Up. The Owner may, at its discretion, exclude others from the Wrap-Up.

Insured: Owner and all Enrolled Contractors and any other party named as an Insured on the certificates of insurance.

Insurer(s): *TBD*

Jobsite: (Name of Specific Library Project), part of Library Capital Improvement Program***,*** the premises owned by the Owner as described in the Contract between Owner and the Construction Manager. This shall not include operations at the Enrolled Contractor's regularly established workplace, plant, factory, office, shop, warehouse, yard or other property, even if such operations are for fabrication of materials to be used at the jobsite.

Offsite: Premises other than the Jobsite.

Onsite: See Jobsite definition.

Owner: FULTON COUNTY GOVERNMENT

Project: Library Capital Improvement Program

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Project Manager: The individual assigned by the Construction Manager with overall Project responsibility.

Subcontractor: Any individual, firm, or corporation undertaking construction or other services under a Contract with a Subcontractor to furnish labor, services, materials and/or equipment, and/or perform operations at the Project site.

Wrap-Up: A program under which General Liability and Excess Liability insurance are procured by the Owner for all Enrolled Contractors of every tier while performing operations at the Jobsite.

Wrap-Up Administrator: The individual employed by the Wrap-Up Manager who is responsible for the day-to-day administration of the Wrap-Up.

Wrap-Up Manager: **Firm TBD**

Wrap-Up Program Manager: The individual employed by the Wrap-Up Manager who has overall program responsibility including oversight of administration, safety and claims services provided by the Wrap-Up Manager and the Insurer(s).

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GENERAL PROVISIONS

The Construction Manager and each Subcontractor of any tier shall comply with each of the provisions stated herein:

1. Mandatory Compliance

Participation is mandatory, except for those identified as Excluded Parties.

2. Meeting Attendance

At the request of the Owner or the Construction Manager and its Subcontractors shall attend any meetings held to explain and discuss the Wrap-Up.

3. Wrap-Up Manual Incorporated into Bid Specifications and Contract

This Wrap-Up Manual will be a part of the bid specifications and bidders are expected to be familiar with the requirements prior to submitting their bid. In addition, this Wrap-Up Manual will be incorporated by reference into the successful bidders awarding Contract and accordingly, all provisions require mandatory compliance.

4. Commencement of Work

Subcontractors shall not commence work at the Jobsite until:

a) If enrolled under this Wrap-Up, having received a certificate of insurance issued by the Wrap-Up Manager, or

b) If excluded under this Wrap-Up, having provided a certificate of insurance as required in this manual.

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INCIDENT REPORTING

All Jobsite incidents/accidents must be reported to the Project Manager.

The Project Manager will:

- Work with the involved Subcontractor(s) to take necessary action to stop any unsafe act or condition in order to prevent further injury or damage.
- Provide the Supervisor's Incident Investigation Report and the Claim Reporting Form to the involved Subcontractor(s) to be completed.
- Coordinate the investigation surrounding the incident/accident and assure completion of required investigative reports.
- Report the incident/accident to RRM/WILLIS (see directory) and will include the Investigation Report and Claim Form.

The Construction Manager and Subcontractors will assist in the handling, investigation, and mitigation of all incidents regardless of whether the incident results in an injury or insurance claim.

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INSURANCE PROVIDED BY THE OWNER

The Owner has procured, and will maintain at its own expense, the insurance coverages described below for the Construction Manager and Enrolled Contractors. The limits of liability purchased apply collectively to all Insureds. The Owner intends to maintain General Liability and Excess Liability coverages until final completion, but in no event beyond (expiration date). As defined in the policy, Products/Completed Operations coverage is extended for 8 years or the Statute of Repose, whichever is less. In addition, this program includes an extended warranty/repair work provision which extends coverage in the event an Enrolled Contractor returns to the project site to perform warranty or repair work as defined by the policy. Summaries of the insurance coverages to be provided by the Insurer(s) are as follows:

1. **Commercial General Liability Insurance**

   Commercial General Liability insurance is provided for activities at the Jobsite. The Policy has the following limits of liability (exclusive of defense costs):

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate*
$1,000,000	Personal Injury and Advertising Liability
$50,000	Fire Legal Liability
$5,000	Medical Expense
$5,000	Contractor Responsibility for Property Damage

   ** The Products/Completed Operations Aggregate is a single limit for the entire policy term, inclusive of the 8 year extension period.*

2. **Excess Liability Insurance**

   Excess Liability will be provided with limits of $ 15,000,00.00 per each occurrence and in the aggregate. The limits are excess of the primary limits described in Item 1 above.

3. **Certificates of Insurance**

   The Wrap-Up Manager will issue certificates of insurance for Commercial General Liability and Excess Liability to the Construction Manager and each Enrolled Subcontractor.

4. **Insurance Policies**

   The summary of coverages contained in this Wrap-Up Manual is prepared for the convenience of those involved in the Project and should not be construed in any way as an exact and binding analysis of coverage. In case of any claim or question with respect to coverage, the original policies will prevail as the sole binding documents. Specimen General Liability and Excess Liability policies are available upon request.

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5. Wrap-Up Insurance Premiums

The Owner is responsible for the payment of the Wrap-Up premium. All return insurance premiums, insurance dividends, or monies due or to become due in connection with the Wrap-Up shall be to the benefit of the Owner and are hereby assigned to the Owner.

6. Wrap-Up Cancellation, Termination or Modification

Notwithstanding any other provision in this manual, It is the Owner's intent to keep the Wrap-Up in force throughout the term of the Project. However, the Owner reserves the right to cancel, terminate or modify the Wrap-Up. To exercise this option, the Owner will provide 30 calendar days advance, written notice to all Insureds covered under the Wrap-Up.

Enrolled Contractors will be required to immediately effect replacement insurance coverage, equivalent to what is currently required for Offsite and Excluded Parties. The reimbursement for the cost of such replacement insurance will be calculated on a pro-rata portion of the Enrolled Contractors' approved Form 1. Written evidence of such insurance must be provided to the Owner prior to the actual cancellation or termination date of the Wrap-Up.

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INSURANCE PROVIDED BY THE CONSTRUCTION MANAGER AND ALL SUBCONTRACTORS

Enrolled Contractors and Excluded Parties will, at their own expense, carry and maintain at least the following insurance policies and minimum limits of liability on forms and with insurance companies acceptable to the Owner:

1. Automobile Liability Insurance

All Enrolled Contractors and Excluded Parties must provide Automobile Liability insurance covering the operation, maintenance and use, loading and unloading of all owned, hired, and non-owned vehicles used in connection with the Project. Must include Broadened Pollution Endorsement CA9948 and MCS 90.

Limits of liability of at least $1,000,000 for each accident for bodily injury and property damage combined.

2. Workers' Compensation and Employer's Liability

All Contractors must have Workers' Compensation and Employer's Liability insurance covering for <u>all</u> operations relating to this Project. The policy must contain a waiver of subrogation endorsement in favor of the Owner and the Construction Manager and provide the following limits:

a. Workers' Compensation - Statutory Limits

b. Employer's Liability -

$1,000,000	Each Accident
$1,000,000	Each Disease - Each Employee
$1,000,000	Each Disease - Policy Limit

c. To include U.S. Longshoremen and Harbor Workers Act

3. Commercial General Liability Insurance (Including Contractual Liability)

All Enrolled Contractors must have General Liability insurance covering third party losses that occur <u>away</u> from the Project and after final completion or Wrap-Up termination or cancellation. Excluded Parties must provide this coverage for <u>all</u> operations relating to this Project.

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Coverage shall include, but not be limited to, Premises-Operations, Personal Injury, Blanket Contractual Liability, Broad Form Property Damage, Fire Legal Liability, Independent Contractors, and Products/Completed Operations. Provided below are the minimum insurance limits required:

Limits	**All Parties**
$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate*
$1,000,000	Personal Injury and Advertising Liability
$ 100,000	Damages to Rented Premises

*Including term up to 5 years after substantial completion

4. Excess/Umbrella Liability

The Construction Manager: $5,000,000 Each Occurrence/Aggregate

Subcontractors: $1,000,000 Occurrence/Aggregate

5. Aviation Liability

If required by the Owner, Aviation Liability insurance covering all owned, non-owned, and hired aircraft, used, operated, or hired by the Construction Manager or the applicable Subcontractor in connection with the Project, including bodily injury, property damage, and Passenger Liability with a minimum limit of $10,000,000 each occurrence.

6. Watercraft Liability

If required by the Owner, Watercraft Liability and/or Protection and Indemnity insurance covering all owned, non-owned, and hired watercraft, used, operated, or hired by the Construction Manager or the applicable Subcontractor in connection with the Project, including bodily injury with a minimum limit of $10,000,000 each occurrence.

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7. Qualifications of Insurers

Each Insurer who provides any insurance coverage required by this section must meet each of the following requirements:

a. The Insurer must be duly licensed and/or authorized by the State of Georgia to transact a property and/or casualty insurance business in the State of Georgia;

b. The Insurer must have an A.M. Best Policyholder Rating of a "A-" and a Financial Rating of Class V1 or higher.

8. Certificate of Insurance

Prior to commencing any work at the Jobsite, the Construction Manager and all Subcontractors must provide the Owner with a Certificate of Insurance. Failure of any party to provide such certificates of insurance will not be relief from the responsibility to carry and maintain such insurance. Certificates should be sent to RRM/WILLIS.

Coverage must include and Certificates of Insurance must evidence (see sample in forms section):

a) Reference to: FULTON COUNTY GOVERNMENT, Library Capital Improvement Program

b) Additional Insured: The Construction Manager and Subcontractors shall include FULTON COUNTY GOVERNMENT and (Name of Construction Firm) as additional Insureds (as respects Automobile, General and Excess/Umbrella Liability). Coverage must be primary and non-contributory.

c) Waiver of Subrogation (as respects to Workers Compensation) in favor of FULTON COUNTY GOVERNMENT and (Name of Construction Firm.

d) Notice of Cancellation: All required policies shall be endorsed to provide that notice of cancellation shall be given to Owner by insurance agent/broker or carrier; or if unavailable, Construction Manager or Subcontractors must provide Owner with forty-five (45) days advance written notice of cancellation or non-renewal (ten (10) days in the event of cancellation for non-payment of premium).

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9. Other Insurance Needed As Determined by Enrolled Contractors

The Wrap-Up, as previously outlined, is intended to afford broad coverage and relatively high limits of liability, but may not provide all the insurance needed. Enrolled Contractors should have their insurance agent, broker or consultant review the coverages and limits outlined herein for adequacy against your existing program. In order to eliminate duplicate insurance premiums, Enrolled Contractors should amend their insurance program to recognize coverage provided to them under this Wrap-Up. It is suggested that Enrolled Contractors' General Liability policies exclude coverage for this Jobsite only to the extent coverage is provided for this Project by the Wrap-Up. In this manner, any broadened coverages or limits under the Enrolled Contractors' insurance program will still be available to them. Any insurance for higher limits or other coverages that are required by the Contract, by law, or needed for the Enrolled Contractors' protection must be purchased separately. Any premiums, deductibles or self-insured retentions under any additional coverages shall be borne by Enrolled Contractors.

Any policy of insurance covering owned or leased machinery, watercraft, vehicles, tools, or equipment against physical loss or damage must include waiver of subrogation endorsements in favor of the Owner and the Construction Manager, their employees, agents or assigns.

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ENROLLING IN THE WRAP-UP – COMPLETING THE FORMS

Step 1 - During Bidding Process

Form 1 – Insurance Cost Calculation

The Construction Manager and all Subcontractors shall:

a. Complete Insurance Cost Calculation **Form 1** for each bid package and all change orders greater than $10,000. Note: For Contractors whose current insurance program is a loss sensitive plan, please contact the Wrap-Up Administrator for a Form 1 appropriate for those plans.

b. Refer to instructions for completing the form which are attached to Form 1. Contact your agent and Wrap-Up Administrator for assistance.

c. Comply with requests from the Wrap-Up Manager for documentation (e.g., General Liability/Excess Liability Declaration and Rating Pages).

d. Accurately estimate payroll and/or receipts anticipated for this Contract (initial bid and all change orders) so as to develop an accurate bid deduction for the insurance costs.

e. Premiums should be based on rates in force at the time of the Contract Award and are **not** subject to change during the project period. The Insurance Cost will be removed from the initial contract value (i.e. contract value will be net of insurance cost).

f. At completion of your work, submit project-related payroll and/or receipts (as applicable). Actual earned insurance cost will be tabulated and a final adjustment will be made against the contract value, reflecting the actual insurance cost for the Subcontractor. The earned insurance cost will be based on the rates shown on the approved Form 1. These rates will be applied to the entire project period. The difference will be adjusted from the Contract amount prior to the release of retainage.

g. The Insurer has the right to examine and/or audit all records pertaining to this Project.

h. Submit to: **Firm TBD**

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Step 2 – Contract Awarded

Form 2 – Notice of Contract Award

The Construction Manager and their Subcontractors shall:

a. Complete Notice of Contract Award **Form 2** for each Subcontractor hired.

b. Submit to: **TBD**

Form 3 – Insurance Information Form

a. Complete and sign the Insurance Information **Form 3**.

b. Submit to: **TBD**

Form 4 – Certificate of Insurance

a. Provide a Certificate of Insurance including coverages, limits, and wording as shown on Certificate of Insurance **Form 4**. (See example in Forms Section.) A current certificate of insurance must be provided for each policy period.

b. Submit to: **TBD**

THE CONSTRUCTION MANAGER OR SUBCONTRACTORS MAY NOT COMMENCE WORK ON THIS PROJECT UNTIL ENROLLMENT IS COMPLETE WHICH REQUIRES THAT ALL FORMS ARE RECEIVED, APPROVED, AND A CERTIFICATE OF INSURANCE IS PROVIDED BY THE WRAP-UP ADMINISTRATOR TO THE ENROLLED CONTRACTOR.

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Step 3 – Enrolled Contractors Complete Work

Form 5 – Notice of Completion

a. **All Enrolled Contractors shall:**

Complete Notice of Completion **Form 5** for each Enrolled Contractor when the Enrolled Contractor has completed its work and send to Wrap-Up Administrator..

b. **The Wrap-Up Administrator shall:**

Compute bid deduct reconciliation and forward Enrolled Contractors' bid deduct reconciliations to the Construction Manager (and the Construction Manager's bid deduct reconciliation to the Owner). Once the final insurance deductions have been approved by Fulton County, the Construction Manager and Owner, no further adjustments, revisions or corrections to the insurance deductions will be allowed.

c. **The Owner (for the Construction Manager) or the Construction Manager (for all Subcontractors) shall:**

Close out the Construction Manager's Contract. The Construction Manager closes out the Subcontractor's Contract.

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Fulton County – Library Capital Improvement Program

Form 1

INSURANCE COST CALCULATION

Date:		**Project Name/Phase:**	Fulton County Project Name
Our Firm Name:		**Hiring Contractor:**	
Contact/Title:		**Work Description:**	
Address:		**Contract Amount:**	
City, State:		**Est. Start Date:**	
Zip:		**Est. Completion Date:**	
Telephone No:		**Agent's Name/Contact:**	
Fax No:		**Agent's Telephone No:**	
Email Address:		**Agent's Fax No:**	

A. General Liability - Project Site Payroll/Receipts Only

G.L. Classification		G.L. Code	G.L. Rate/ $1,000	Estimated Payroll/Receipts	Insurance Cost	
1.					$	
2.					$	
3.					$	
4.					$	
A. General Liability Cost					$	(A)
B. Umbrella Excess Cost					$	(B)
C. SubTotal (A+B)			$		$	(C)
D. Overhead & Profit Percentage per Bid (ie; 10%)					$	(D)
E. Total Insurance Cost					$	(E)

The Owner anticipates providing coverage under a Wrap-Up Program. Accordingly, the Owner will eliminate the cost of insurance from the Contractor's initial contract amount. The amount to be deducted from the contract amount will be the higher of either the Insurance Costs indicated in Row E (as approved by the Wrap-Up Administrator) or the amount reflected in the Contractors' bid, whichever is higher. At project completion, an adjustment will be made based on actual earned insurance costs for each Contractor.

Signed by: **Title:**

PLEASE SUBMIT WITH BID

BASIS OF INSURANCE COST CALCULATION – COVERAGE AND LIMITS

Commercial General Liability

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate*
$1,000,000	Personal Injury and Advertising Liability
$ 50,000	Fire Legal Liability
$ 5,000	Contractor Responsibility for Property Damage

*Including term up to 5 years after substantial completion

Excess/Umbrella Liability -

The Construction Manager: $5,000,000 Each Occurrence/Aggregate
Contractors: $1,000,000 Each Occurrence/Aggregate

DRAFT

Fulton County – Library Capital Improvement Program

Form 1

INSURANCE COST CALCULATION INSTRUCTIONS

Construction Manager & Subcontractors Project Name	List name, address, contact person, telephone, and facsimile number of the bidder.
Project Location	Identify Project location.
Contract Amount	Identify the total amount of your bid.
General Liability Insurance Company	Identify the insurance company that now provides your General Liability coverage.
Policy Period	State the inception and expiration dates of your current General Liability and/or Excess policies.
A. GENERAL LIABILITY	
Classification	List the General Liability classification descriptions that apply to your work. This should be obtained from your current policy or insurance agent.
Code	List classification code numbers which apply. This can be obtained from your current policy or insurance agent.
Rate	Fill in General Liability and Completed Operations rates for payroll and/or gross receipts. Obtain this information from your insurance agent to make certain the rate is current.
Estimated Payroll/Receipts	Fill in payroll and/or gross receipt amounts projected for work you will perform for each General Liability classification code.
Premium	Total primary premium(s).
Total General Liability Premiums	Total premium(s) for each classification.
B. Umbrella/Excess Cost	If applicable, fill in your Umbrella / Excess premium based on exposures associated with this Project.
C. Subtotal	Subtotal A + B + C above
D. Overhead & Profit	List the percentage of Overhead & Profit used in Bid
E. Total Insurance Cost	Subtotal times Overhead & Profit Percentage (D X E)

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Form 2

Notice of Contract Award

Date: _____

Name of Project: _____

This is to inform that we _____ **(Hiring Contractor)**

have awarded a contract to the following Contractor:

Subcontractor Information:

Subcontractor: _____

Contact Name: _____

Address: _____

City, State Zip: _____

Phone No: _____

Fax No: _____

Email Address: _____

FEIN No: _____

Contract Information:

Phase No: _____

(If Applicable)

Work Description: _____

Date of Contract: _____

Est. Contract Value: _____

Est. Start Date: _____

Est. Completion Date: _____

Note: A Notice of Contract Award, Form 2, must be completed for each of your subcontractors.

Signed By: **Title:** **Date:**

PLEASE SUBMIT TO: , (Admin. Name), (Admin. Address),
Phone No. (Admin. Phone), Fax No. (Admin. Fax), E-Mail Address: (Admin. E-Mail)

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Insurance Information

Date: _____

Name of Project: _____

Our Firm Name: _____

Our Awarding Contractor: _____

Our Contract Amount: _____

Use of Subcontractors

Do you intend to subcontract any of Yes _____ No _____

If yes, advice percentages: % Self-Performed _____ % Subcontracted _____

If yes, list anticipated Subcontractors: _____

_____

_____

Note: Form 2 must be completed on each Subcontractor by the awarding entity.

Use of Leasing Companies

Will you use a Leasing Company? Yes No

If yes, Leasing Company Name: _____

Contact Name: _____

Telephone No: _____

It is the Enrolled Contractor's responsibility to notify its own insurance carrier that this project will fall under a Wrap-up program.

In consideration of FULTON COUNTY GOVERNMENT paying the Wrap-Up premiums, the undersigned hereby assigns all return premiums, premium refunds, dividends, and any other monies due or to become due in connection with such insurance to FULTON COUNTY GOVERNMENT .

SIGNED BY: _____ **Title:** _____ **Date:** _____

ATTACH CERTIFICATE OF INSURANCE

PLEASE SUBMIT TO: , (Admin. Name), (Admin. Address),

Phone No. (Admin. Phone), Fax No. (Admin. Fax), E-Mail Address: (Admin. E-Mail)

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Fulton County – Library Capital Improvement Program

Form 4

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
INSURANCE AGENT'S NAME
ADDRESS
CITY, STATE ZIP CODE
TELEPHONE NO. (INCLUDING AREA CODE)

CONTACT NAME:
PHONE (A/C, No. Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : ABC Insurance Company	
INSURER B : DEF Insurance Company	
INSURER C : GHI Insurance Company	
INSURER D : JKL Insurance Company	
INSURER E :	
INSURER F:	

INSURED
YOUR COMPANY NAME
ADDRESS
CITY, STATE, ZIP CODE
TELEPHONE NO. (INCLUDING AREA CODE)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			Policy Number	MO/DAY/YR	MO/DAY/YR	EACH OCCURRENCE DAMAGES TO RENTED PREMISES(Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$1,000,000 $50,000 $ $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			Policy Number	MO/DAY/YR	MO/DAY/YR	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY(Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
C	UMBRELLA LIAB EXCESS LIAB CLAIMS-MADE DED RETENTION $			Policy Number	MO/DAY/YR	MO/DAY/YR	EACH OCCURRENCE AGGREGATE	SEE Limit Requirements
D	WORKERS COMPENSATION AND EMPLOYERS ' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Policy Number	MO/DAY/YR	MO/DAY/YR	OTH-ER E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE – POLICY LIMIT	$500,000 $500,000 $500,000
	OTHER							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: FULTON COUNTY GOVERNMENT, Library Capital Improvement ProgramADDITIONAL INSURED (AUTO, GENERAL & EXCESS/UMBRELLA LIABILITY): FULTON COUNTY GOVERNMENT and (Name of Construction Firm). Coverage is primary & non-contributory.
WAIVER OF SUBROGATION (WORKERS' COMPENSATION) for: FULTON COUNTY GOVERNMENT and (Name of Construction Firm)

CERTIFICATE HOLDER

(Name of Construction Firm)
c/o
Fax: (Admin. Fax)
(Admin. E-Mail)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PLEASE SUBMIT TO: , (Admin. Name), (Admin. Address),
Phone No. (Admin. Phone), Fax No. (Admin. Fax), E-Mail Adress:Admin. E-Mail)

DRAFT

Fulton County – Library Capital Improvement Program

Form 5

NOTICE OF COMPLETION

Date: _____

From: _____
(Awarding Contractor)

Contact Name: _____

Address: _____

City, State, Zip

Telephone No: _____

Fax No: _____

Email Address: _____

Please be advised that the following Enrolled Contractor is scheduled to complete work.

Contractor:		**Project Name/Phase:**	
Contact/Title:		**Work Description:**	
Address:		**Contract Number:**	
City, State		**Final Contract Amount:**	
Zip:		**Final Payroll Amount:**	
Telephone No:		**Date of Contract:**	
Fax No:		**Est. Start Date:**	
Email Address:		**Scheduled Completion Date:**	

Name of Subcontractors, if any, which are included in this work:

_____

_____

Is this the only contract for this contractor at this project? Yes _____ No _____

If no, please list: _____

_____

Signed By: **Title:** **Date:**

PLEASE SUBMIT TO: , (Admin. Name), (Admin. Address),
Phone No. (Admin. Phone), Fax No. (Admin. Fax), E-Mail Address: (Admin. E-Mail)

DRAFT

EXHIBIT A

FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 200___, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

_____

Signature

_____

Title

Personally appeared before me this _____ day of _____, 200_____. _____, who under Oath deposes and says that he is _____of the firm of _____, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

_____

Notary Public

_____

My Commission expires

EXHIBIT B

Required Proposal Submittal Check List for Request for Proposal (RFP)

The following submittals shall be completed and submitted with each proposal (see table below "Required Proposal Submittal Check List"). **Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.**

Proposers shall submit the following:

- **Technical Proposal, one (1) original and five (5) copies on CD media in PDF format.**
- **Contract Compliance Exhibits, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.**
- **Financial Information, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.**
- **Cost Proposal, one (1) original and one (1) copy in a separate sealed envelope.**

All Proposals must be complete with all requested information. Tab each section.

Item #	Required Proposal Submittal Check List	Check (√)
1	**Technical Proposal.** See Section 3, Items 3.1 through 3.4	
2	**Cost Proposal – Introduction & Forms A and B.** See Section 3, 3.5. Cost Proposal Forms located in Volume 2.	
3	**Proposal Forms** Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate Regarding Debarment Form C2- Georgia General Contractors License Form D - Certificate of Acceptance of Request for Proposal Requirements Form E - Disclosure Form & Questionnaire Form F - Georgia Security and Immigration Contractor Affidavit and Agreement Form G - Georgia Security and Immigration Subcontractor Affidavit Form H - Local Preference Affidavit of Bidder/Offer See Section 5	
4	**Contract Compliance Requirements** Exhibit A - Promise of Non-Discrimination (for Prime and each Sub) Exhibit B - Employment Record (for Prime and each Sub) Exhibit C - Schedule of Intended Subcontractor Utilization. Exhibit D - Letter of Intent to Perform as Subcontractor. Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Equal Business Opportunity Plan (EBO Plan) Form 2 (First Source Jobs Program) See Section 6	
5	**Insurance Cost Calculation Form 1** (Submitted in Technical Proposal) See Section 3, 3.4, 13 and Section 7	

6	**Bid Bond** See Section 8	
7	**Escrow Documents** (submitted within 10 days after Proposal due date) See General Conditions, 00700-108 for submittal requirements	

END OF SECTION