



Vision

We strive to cultivate an educational foundation that empowers students to realize their full potential, thrive as productive global citizens, ignite positive change, and create a more just and equitable world.

TO: All Offerors

FROM: Lonita S. Broome, PhD
Chief Financial Officer

DATE: February 4, 2025

SUBJECT: **Request for Proposals (RFP) No. 25-005 Early Childhood Learning Center (ECLC) Construction Management at Risk (CMaR) Services**

City Schools of Decatur (CSD) invites you to submit a submittal for furnishing all goods and/or services required for Construction Management at Risk (CMaR) Services.

Proposals are to be sealed, marked with the offeror's name and address, and labeled: **RFP 25-005 Early Childhood Learning Center (ECLC) Construction Management At Risk (CMaR) Services** and delivered to:

City Schools of Decatur
Elizabeth Wilson School Support Center
Attention: Kattina Abram
125 Electric Avenue.
Decatur, Georgia 30030

no later than **1:30 P.M. E.S.T., Tuesday, March 11th, 2025**. Submissions received after this date and time will not be considered. Having the wrapper or envelope postmarked by **Tuesday, March 11th, 2025**, does not meet the requirements of this Request for Proposals. Delivering the document to a commercial delivery service is also insufficient until the offer is received at the designated location.

The written requirements contained in this RFP shall not be changed or superseded except by a written addendum from the City Schools of Decatur. The City Schools of Decatur reserves the right to reject any and all proposals, to waive any technicalities, informalities, or irregularities, and to ultimately award a contract to the firm that is deemed to have presented the best and most advantageous proposals for the School District, resulting from an evaluation process using criteria outlined in Section III of this RFP.

A ***Mandatory Pre-Proposal site visit*** will be held on **Friday, February 14, 2025, at 10:00 AM E.S.T.** at the City Schools of Decatur, 125 Electric Avenue, Decatur, GA 30030.

Any questions regarding this RFP shall be submitted in writing to Kattina Abram via email at csdpurchasing@csdecaur.net no later than Monday, February 24, 2025, at 4 pm. Questions received after 4 pm on **Monday, February 24, 2025**, will not receive a response.

PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE AND MARKED "REQUEST FOR PROPOSAL NO. 25-005" ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF THE PROPOSAL OPENING. FOR IDENTIFICATION PURPOSES, THE OFFEROR'S NAME AND COMPLETE ADDRESS SHALL BE PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE.

VISIT OUR WEBSITE AT www.csdecaur.net

SOLICITATION NO. 25-005

REQUEST FOR PROPOSAL

FOR

**EARLY CHILDHOOD LEARNING CENTER (ECLC)
CONSTRUCTION MANAGEMENT AT RISK (CMaR) SERVICES**

FOR

CITY SCHOOLS OF DECATUR

**CITY SCHOOLS OF DECATUR
ELIZABETH WILSON CENTER
PURCHASING DEPARTMENT
125 ELECTRIC AVENUE
DECATUR, GA 30030**

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SECTION I - REQUEST FOR PROPOSALS OVERVIEW AND PROCEDURES

A. PURPOSE/DESCRIPTION

The City Schools of Decatur ("CSD"), the owner, is soliciting proposals from offerors experienced in providing Pre-Construction and Construction Phase (Construction Management) services.

The project includes the construction of an approximately 33,000 sq. ft. new facility to hold their Early Childhood Learning Center with a rooftop green and garden. Exterior site improvements include surface parking, pickup and drop-off, a dog park and green space, and necessary site utility and storm water improvements. The hard costs of the project, including the CM fee, should not exceed \$23,000,000.

Construction Management at Risk Firms or Teams must include, at a minimum, Pre-Construction, Construction, and Close-out Phase services. The City Schools of Decatur has retained an A/E & Civil Engineering team

B. SCOPE

CSD is requesting this Offeror:

- **General Scope of Service:** Includes complete CM Pre-Construction services; cost management; schedule management; low voltage design systems Design Assist, coordination with City Schools of Decatur's special inspections / material testing consulting teams; submissions and permitting to all authorities having jurisdiction, including but not limited to City Development Services and Fire Marshall; full Construction Management, and Post Construction services. (Refer to **Appendix A - General Scope of Work & B Specific Scope of Work** for details)
- **Design / Pre-Construction Phase Services.** Construction Management at Risk Firm or Team will work with the CSD Staff, Project Stakeholders, A/E Team, and Ascension PM to provide Comprehensive Construction Management at Risk services to include at a minimum:
 - Schematic Design – Constructability & Pricing.
 - Design Development – Constructability & GMP Pricing on Site Civil & Foundations Package.
 - Construction Documents – Constructability, Final GMP Pricing, & Permitting.
The Construction Management at Risk Firm (CMaR) is to provide Pre-Construction and Construction services utilizing a Guaranteed Maximum Price delivery method. The Construction Management at Risk Firm or Team will be requested to work with the Owner's Capital Project Manager and A/E Team in development of the final design and costs.

- **Construction Phase Services.** Construction Management at Risk Firm or Team will assist CSD in providing Construction Management at Risk services. Refer to **Appendix F – Project Schedule** for proposed delivery timeframes.
- **Sustainability:** In pursuit of high-performing, healthy learning environments, City Schools of Decatur (CSD) is committed to incorporating environmentally sustainable practices in the planning, design, renovation, and/or construction of its facilities. This includes the conservation of energy and water, as well as natural and manufactured resources. CSD recognizes that high-performing schools enhance learning, and our goal is to maximize our students' educational experience through industry-standard sustainability strategies for optimizing energy efficiency, indoor air quality, acoustics, thermal comfort, and daylighting.

CSD facilities shall be designed, constructed, operated, and maintained in accordance with current green building standards. Achieving Leadership in Energy and Environmental Design (LEED) Silver or greater certification is a requirement from the City of Decatur, Georgia and therefore for CSD projects. CSD recognizes the sustainability principles of the U.S. Green Building Council's LEED for Schools program as the industry standard for the construction and/or renovation of green K-12 schools. These and other related sustainability strategies will be incorporated into the planning, design, and construction practices of all CSD projects, subject to the availability of funds.

C. INFORMATION TO OFFERORS

***RFP TIMETABLE:**

The anticipated schedule for the RFP and contract approval is as follows:

RFP available	Tuesday, February 4, 2025
Mandatory Pre-Proposal Site Visit	Friday, February 14, 2025, 9:00 AM
Deadline for submission of questions	Monday, February 24, 2025, at 2:00 PM
Deadline for receipt of proposals	Tuesday, March 11, 2025, at 1:30 PM
Interview of Short-Listed Offerors	TBD
Anticipated Contract Award	April 2025

**The district will be closed and unavailable to receive any proposals on February 20 – 21, 2025*

D. PROPOSAL SUBMISSION

One original (1), four (4) copies, and (1) copy in electronic format on a USB flash drive of the complete signed proposal package must be received by **Tuesday, March 11, 2025, at 1:30 P.M. E.S.T.** Proposals must be submitted in a sealed envelope or container with the offeror's name, address, telephone number, the RFP number, and title:

**CITY SCHOOLS OF DECATUR
Elizabeth Wilson School Support Center**

ATTN: Kattina Abram – Purchasing Department
RFP 25-005 Early Childhood Learning Center – Construction Management at Risk Services
125 ELECTRIC AVENUE
DECATUR, GEORGIA 30030

Hand-delivered copies may be delivered to the above address only between 8:00 a.m. and 4:00 p.m. ET, Monday through Friday. If used, offerors are responsible for informing any commercial delivery service of all delivery requirements and ensuring the required address information appears on the outer wrapper or envelope used by such a service. Submissions received after the said date and time will not be considered. Having the wrapper or envelope postmarked by **March 11, 2025**, does not meet the requirements of this Request for Proposal. Delivering the document to a commercial delivery service is also insufficient until the proposals are received at the designated location.

E. RFP QUESTIONS AND REQUESTS FOR INFORMATION

Any inquiries regarding this RFP must be submitted in writing no later than **4:00 PM, E.S.T. Monday, February 24, 2025**, to Kattina Abram, City Schools of Decatur, 125 Electric Avenue, Decatur, GA 30030, or via email: csdpurchasing@csdecatur.net. Questions will be answered in writing by addendum. Questions received after this time will not receive a response.

F. ADDITIONAL INFORMATION/ADDENDA

CSD will issue responses to inquiries and any other corrections or amendments it deems necessary in the written addenda issued before the proposal's due date. Offerors should not rely on any representations, statements, or explanations other than those made in this RFP, including the Appendix, or in any addendum to this RFP. The last addendum will prevail when there appears to be a conflict between the RFP and any addenda issued.

G. LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals and modifications received after the proposal's due date and time will not be considered. The City Schools of Decatur shall not be responsible for the premature opening of a proposal package that has not been adequately addressed, identified, and/or delivered to the proper designation.

H. REJECTION OF PROPOSAL

CSD may reject any and all proposal packages submitted and reserves the right to waive any irregularities or informalities in any proposal packages submitted or in the proposal procedure. Proposals received after the said time or at any place other than the time and place stated in the notice will not be considered.

I. NON-COLLUSION AFFIDAVIT

By submitting a proposal, the offeror represents and warrants he or she has not directly or indirectly prevented or attempted to prevent competition by any means, has not prevented or endeavored to avoid anyone from submitting a response to this RFP by any means, and has not caused or induced another to withdraw a proposal for the work. Before commencing the work, the successful offeror must write an oath. By submitting proposals, the offeror represents and warrants no official, employee, or agent of the Owner or Authority has been offered, has accepted, or has been contracted to accept, either directly or indirectly, any part of the payer profit arising out of the contract(s) that may result from this RFP.

J. COST INCURRED BY OFFERORS

All expenses involved with the preparation of proposals and any work performed in connection are the responsibility of the offeror(s).

K. MINORITY BUSINESS POLICY STATEMENT

The Board of Education of the City Schools of Decatur does not discriminate based on race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, or gender identity in employment practices, programs, activities, or student placement.

The City Schools of Decatur encourages Minority and Women Businesses to compete in the RFP process and encourages all businesses to provide for the participation of MBE/WBE businesses through partnerships, subcontracts, and other contractual opportunities.

L. PROJECT ORGANIZATION

The City of Decatur Board of Education is CSD's governing body and has authorized the district to administer this project.

M. CONTACT WITH CSD STAFF

Except for submitting written questions directed to Kattina Abram, as previously outlined in this RFP, on or after **February 4, 2025**, any contact made by an offeror with CSD Staff may immediately disqualify said entity.

N. RFP DOCUMENTS -*(required for submittal)*

The RFP documents consist of the following **Appendix (s)**:

- A. General Scope of Services**
- B. Specific Scope of Services**
- C. Acknowledgment of Addendum Form**
- D. Reference Survey Form**
- E. Vendor Business Information**

- F. Project Schedule**
- G. Contractor Security and Immigration Compliance Affidavit**
- H. Debarment & Suspension Certificate**
- I. Construction Management Agreement**

O. NON-EXCLUSIVE RIGHTS

The contract is not exclusive. During the term of this contract, CSD reserves the right to select other Contractors to provide services similar to those described in the request for proposals and the contract.

P. NO MINIMUMS GUARANTEED

The contract does not guarantee any minimum level of purchases or use of services.

Q. PERFORMANCE EXPECTATIONS

All such incidents must be disclosed if the vendor has terminated a contract for default during the past five (5) years. "Termination for default" is defined as notice to stop performance due to the vendor's non-performance or poor performance, and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. Submit full details of all terminations for default experienced by the vendor during the past five (5) years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. CSD will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that a selection of the vendor may jeopardize the completion of a contract resulting from this RFP. If the vendor has experienced no such termination for default in the past five (5) years, so declare. If the vendor has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, which termination occurred before completion of the contract during the past five (5) years, describe fully all such terminations, including the name, address, and telephone number of the other contracting party.

R. CHANGE OF SCOPE

For all changes and/or additional work or materials exceeding the contract's requirements, a discretionary work request shall be executed and filed with CSD. When endorsed by the vendor and CSD, the discretionary work request shall become binding on both parties.

S. GENERAL SCOPE OF SERVICES. (REFER TO APPENDIX "A") & SPECIFIC SCOPE OF SERVICES (REFER TO APPENDIX "B")

T. CONTRACTOR AFFIDAVIT

The Vendor will be required to execute a Contractor Affidavit and require its subcontractors to execute Subcontractor Affidavits in accordance with O.C.G.A. § 13-10-91 (Security and Immigration Compliance).

SECTION II - PROPOSAL REQUIREMENTS

Proposals shall not exceed fifty (50) typed pages. The font shall be no less than 11 points, and you may utilize double siding. All proposals shall include the information specified below **and in the following order, with individual tabs for each section and sub-section.**

All proposals received will become a part of the official contract file and may be subject to disclosure.

CSD is a governmental entity subject to the Georgia Open Records Act ("ORA"). After the contract award, documents submitted to CSD in the bidding process are presumed to be subject to the ORA; however, documents that an offeror contends contain specific trade secrets may be marked as trade secrets. An offeror must submit and attach to the particular trade secret record an affidavit affirmatively declaring the exact information in the records that constitutes a trade secret, as defined by Georgia law. If the offeror attaches such an affidavit and if inspection or copies are requested under the ORA, CSD will contact the offeror to advise the offeror that said documents have been requested and will be produced if CSD determines they do not constitute trade secrets. The offeror shall have the time stated in the notice to seek legal remedy preventing the disclosure of the documents. If CSD has not received a valid judicial order or decree avoiding the disclosure of the documents, they will be disclosed in accordance with the time requirements contained in the ORA.

A. QUALIFICATIONS and EXPERIENCE

All proposals should include the information outlined below in the following order and separated by tabs:

1. **Cover Letter & Statement of Interest** - Briefly tell why your firm or team is interested in this proposal. This information shall include the following:
 1. The number of projects completed by the Construction Management at Risk Firm or Team each year, with a minimum budget of \$23,000,000.00, and the percentage this represents of the total projects undertaken annually.
 2. Describe your experience working with the State of Georgia DOE and public K-12 school systems.
 3. Specifically detail your experience in dense urban construction.
 4. Discuss your experience in delivering projects on time, within budget, and maintaining high-quality standards.
 5. Detail your experience collaborating with an Owner's Representative and A/E teams to deliver a Guaranteed Maximum Price and early construction packages.
 6. Share your design creativity and any awards or acknowledgments received.
 7. Provide examples demonstrating your ability to adapt and remain flexible with changes in your design or processes.
2. **Acknowledgment of Addenda:** Include completed Acknowledgement of Addenda form **Appendix "C"**
3. **Firm Description and Information**
 1. Basic company information
 2. Company name
 3. Address & Zip code
 4. E-mail address & Name of primary contact
 5. Telephone number
 6. Number of years in business

7. DUNN and BRADSTREET Number
8. What is the form of ownership, including state of residency or incorporation for each team member, joint venture, or other structure? For joint venture teams that have not completed at least *Two (2)* relevant projects together of similar nature, scope, schedule, and size as indicated in this RFP, each firm should describe its qualifications separately but hold the unified submittal to the set page limit. Succinctly describe the history and growth of each firm or team.
9. **Vendor Business Information Form:** Include the completed form **Appendix “E”**

4. Firm's Current Legal Status

Regarding litigation with owners, project managers, sub-contractors/consultants, and vendors:

1. List any active or pending litigation an owner, project managers, sub-consultants, and vendor has against any proposed team member and explain.
2. List any active or pending litigation any member of the firm or team has against any owner, project manager, sub-consultants, and vendors and explain.
3. Other than that just listed, has any proposed firm or team member been involved in any relevant litigation in the past five years? Explain.
4. Has any proposed firm or team member ever failed to complete any work, or has it been removed from any project awarded to the firm? Explain.
5. **Debarment & Suspension Certificate:** Include the completed form **Appendix “H”**

5. Contractor Security and Immigration Compliance Affidavit. O.C.G.A. §13-10-91. Refer to **Appendix “G.”**

6. Firm's Relevant Project Experience and Reference Projects

1. Relevant project experience includes similar building types and delivery methods relevant to the construction project or new ground-up construction. The firm's experience with Georgia K-12 educational facilities and Sustainable Facilities (achieving LEED Silver or greater) will be of special interest. Experience in project phasing will be essential as well.
2. Describe no fewer than **four (4)** and no more than **six (6)** projects in order of most relevant to least relevant and demonstrate the firm's or team's capabilities to perform the project. For each project, the following information should be provided:
 - The name of the organization to which the services were provided;
 - Project name
 - Project location
 - Dates during which services were performed
 - Physical description (e.g., square footage, number of stories, site area, etc.)
 - Brief description of the project
 - Services Performed
 - **Statement of performance versus owner expectations, including concept, cost, quality, and schedule**
 - One (1) representative photo of the project
 - Owner Budget _____ versus Delivered Cost _____

- Owner Schedule _____ versus Delivered Schedule _____

7. Firm References

Provide the following for at least **Four (4) of the maximum Six (6) projects** listed in item 6 above.

Reference forms are to be completed by the client or person providing the reference.

1. Provide a minimum of four (4) reference survey forms (**Refer to Appendix "D"**) for references from the owners for whom the team has provided professional design services of a nature and quality similar to those described herein.
2. **For item 6.2, provide a written statement from each Owner as to whether the project was finished on time and within a budget or, if not, why.**

8. Vendor Financial Information (we do not require a full Financial Company Statement)

1. **Letter from Financial Institution** indicating financial strength of firm or firm(s).
2. **A financial statement prepared by your CPA or internal accountant, as well as an income statement with revenue and expenditure for the last three (3) years.**
3. **Bonding (required bonding insurance)**
4. **Identify the Construction Firm's surety or sureties:**
 1. The Construction Firm's surety or sureties must be licensed in Georgia, be currently rated "A-" or better by A.M. Best Company, and, additionally, shall be presently listed on the U.S. Department of Treasury's Listing of Approved Sureties (Department Circular 570) as a surety authorized to write bonds for the U.S. Government with a total underwriting limitation of the CM Firm's surety or sureties equal to or greater than the Estimated Construction Value for the project stated on page one of this form.
 2. State the Construction Firm's current per-project bonding capacity with its surety or sureties:
 3. Per Project: \$ _____
 4. The Construction Firm's current bonding capacity per project must equal or exceed the Estimated Construction Value for the Project, \$23,000,000.00 or greater.
 5. State the unused amount of the line of bonding credit (aggregate) currently available to the Construction Firm:
 6. State the name(s), address(s), and telephone number(s) of the Construction Firm's surety agent(s) or underwriting contact(s) for the past five (5) years:
 - a. Current _____
 - b. One Year ago, _____
 - c. Two Years ago, _____
 - d. Three Years ago, _____
 - e. Four Years ago, _____
 7. State whether performance or payment bond claims have been made to the Construction Firm's surety on any project within the past five (5) years:
 - a. If the answer to the preceding question is "yes," describe each claim, the name of the project, the owner, the name of the company or person making each claim, the date of each claim, the circumstances of each claim, and the resolution of each claim:
 8. State whether any surety has refused to bond the Construction Firm on any project in the past five years.

- a. If the answer is "yes," state the name of the project and specify the reasons given for each refusal, the date of each refusal, and the name and address of the surety that refused to bond:

9. Construction Management At Risk Personnel Capability

1. Provide general information about the firm's or team's personnel resources, including classifications and numbers of employees and the locations and staffing of offices.
2. Provide an organizational chart of key personnel proposed for this project in the areas of Construction Management, Pre-Construction, and any other areas necessary to complete the project.
3. Provide summary resumes/qualifications and description of the experience of key personnel proposed for the projects.

The owner seeks a firm or team with experience on significant K-12 campus projects, indicating it has successfully completed projects with difficult time constraints and staff with sustainability experience. National reputation is not a significant concern, but successful experience and delivery are.

B. INSURANCE REQUIREMENTS

Upon Notice of Award, Respondents may submit this form to their insurance agent as this form contains requirements that may be non-standard in the insurance industry.

Respondent shall furnish City Schools of Decatur certificates of insurance as follows from companies acceptable to City Schools of Decatur.

1. Required Certificates:

A. Commercial General Liability Insurance Policy

Respondents shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability and contractual liability coverage covering bodily injury, property damage liability, and personal injury. The policy or policies must be on any "occurrence" basis unless waived by the City Schools of Decatur. The policy shall include contractual liability coverage. The policy purchased by the Respondent must be issued by a company authorized to conduct business in the State of Georgia or by a company acceptable to City Schools of Decatur. The policy must include separate aggregate limits per project. Excess liability coverage may be combined with the base policy to obtain the limits listed below.

Limits

\$1,000,000 per Person
\$1,000,000 per Occurrence

B. Workers' Compensation Insurance

Workers' Compensation Insurance in accordance with applicable state laws with the following limits:

Limits

Bodily Injury by Accident - \$1,000,000 each
accident

Bodily Injury by Disease - \$1,000,000 each
employee

Bodily Injury by Disease - \$1,000,000 policy limit

Certificates are to contain the policy number, policy limits, and policy expiration date of all policies issued in accordance with this contract.

2. Sub-FIRM Firm's Public Liability and Property Damage Insurance:

For contracts of \$50,000 and greater, the FIRM shall require each of his sub-contractors to procure and maintain during the life of his sub-contract, sub-contractors' public liability and property damage insurance of the type and amount specified previously.

3. FIRM Firm's Protective Liability Insurance:

This shall be taken out in the name of the FIRM.

- Personal injury including death - limits of \$1,000,000.00 for each occurrence.
- Property damage- limits of \$500,000.00 for each occurrence and \$500,000.00 aggregate operations.

4. FIRM Firm's Public Liability Insurance:

This shall be taken out in the name of the FIRM.

- Personal injury including death- limits of \$1,000,000.00 for each occurrence.
- Property damage - limits of \$500,000.00 for each occurrence and \$500,000.00 aggregate operations. Include broad form property damage liability or equivalent.

5. FIRM Firm's Builder's Risk Insurance:

This shall be taken out in the name of the FIRM and shall be in the amount of the total completed value of the structure (including all materials and labor costs, excluding the value of land).

6. PERFORMANCE and PAYMENT BONDS

FIRM's Performance and Payment Bonds shall be issued by a Surety company that is:

- (1) listed in the most current US Treasury List (Circular 570) and who is underwriting capacity, as shown on that list, is ample for the Projects, and
- (2) rated by A. M. Best Co. with a minimum rating of A-.

The FIRM's Performance and Payment Bonds shall ensure two things:

- (3) The entire financial strength of a solid Surety (insurance company) will stand behind all of the obligations of the firm, and
- (4) The firm will be required to give their individual indemnity agreements to the Surety for this Project. Before commencing any work, the FIRM shall provide the Director of Operations with certificates of insurance or other satisfactory evidence that the above-mentioned insurance and bonds are in force, to be evidenced by an affirmative approval of the insurance from the Director of Operations

C. PRICING SUBMISSION

REQUIRED SUBMITTAL: Place the Completed pricing form in a Separate Envelope from the Technical Submission and label it "Pricing Submission".

PRICING

City Schools of Decatur intends to utilize a Construction Management at Risk contract for the Cost of the Work plus a Fixed Fee with a Guaranteed Maximum Price (GMP).

- **Pre-Construction Phase Compensation.** Owner shall pay “Pre-Construction Compensation” consisting of the Reimbursable Expenses incurred in performing Pre-Construction Phase Services, plus the Pre-Construction Phase Fee. The Pre-Construction Phase Compensation shall include, without limitation, such items as overhead, profit, and all expenses incurred in performing the Pre-Construction Phase Services.
- **Construction Phase Compensation.** For the Firm’s performance of the Work and all Construction Phase Services in strict conformance with the Contract Documents, and subject to the GMP, CSD shall pay the Firm “Construction Phase Compensation” consisting of Subcontract Costs plus Reimbursable Expenses incurred in the performance of Construction Phase Services and the Work, plus the Construction Phase Fee. The Construction Phase Compensation shall include, without limitation, such items as overhead, profit, and all expenses incurred in performing the work and all construction phase services.

1. Early Childhood Learning Center

Pre-Construction Phase Fees \$_____

2. CM Fee Percentage

_____ %

Authorized Signature

Date:

Name & Title:

***Note:** The Construction Manager at Risk is only requested to provide these **Part 1 Fees** at the time of RFP Submission. A Final GMP Budget will be requested after as indicated in the Project Schedule Appendix "F".

City Schools of Decatur will execute said agreement with the Pre-Construction Fees alone.

REQUIRED SUBMITTAL: Place the Completed pricing form in a Separate Envelope from the Technical Submission and label it "Pricing Submission".

SECTION III - PROPOSAL EVALUATION AND SELECTION PROCESS

A. EVALUATION CRITERIA

Based on the proposal format as outlined in Section II, the evaluation criteria in order of importance are as follows:

1. **COVER LETTER AND STATEMENT OF INTEREST**
2. **QUALIFICATIONS AND EXPERIENCE** of the Firm/Team and Proposed Staff assigned to similar clients. Experience with K-12 clients. CSD will assess whether the Firm performed satisfactorily with similar clients regarding the ability to perform the required services.
3. **REFERENCES & REFERENCE PROJECTS** including applicable past work with the Owner. CSD will assess customer satisfaction with the Firm with prior clients. References are requested to validate the information provided by the Firm.
4. **FINANCIAL INFORMATION**
5. **PROJECT TEAM** Management and Staffing Approach. CSD will assess the offeror's ability to effectively manage personnel, provide experienced and qualified key personnel, and respond rapidly to CSD's needs. Qualifications of personnel. CSD will assess the ability of the firm to hire, retain, and train qualified technical personnel similar to those required for these services.
6. **RESPONSIVENESS OF SUBMITTAL** The extent to which the instructions in the RFP were followed.
7. **PRICING**

B. PROPOSAL EVALUATION AND CONTRACT AWARD

1. **Evaluation Committee**
An evaluation Committee comprised of representatives of CSD and others, as appointed by the CSD Superintendent, will select the design consultant firm (team).
2. **Initial Written Submittal**
The Evaluation Committee will receive and review submittals to determine compliance with this RFP. Review of Submissions by Evaluation Committee members will be evaluated against a set of weighted criteria (See table below) to determine those firms' qualifications that best suit the needs of CSD.

SECTION IV – CONTRACT REQUIREMENTS

This section describes City Schools of Decatur’s contract requirements for the selected FIRM. The final terms and conditions of the contract supersede the information provided here. The information below is intended to provide base requirements for Offerors. It is not the intent of the City Schools of Decatur to limit opportunities to reduce cost or expedite the schedule. Alternatives that allow the FIRM to “fast-track” the project and incorporate value engineering and the advantages of such alternatives should be adequately explained in the Submission.

A. FORM OF AGREEMENT

- The Owner intends to enter into a Contract with the Selected Offeror. Conditions of the Contract Agreement shall be communicated via RFP or Addendum. The Contract Agreement is **NOT** subject to negotiation.
- The owner intends to utilize a Construction Management contract for the Cost of the Work plus a Fixed Fee with a Guaranteed Maximum Price (GMP).
- The owner intends to execute the contract, allowing the FIRM to complete the Phasing in packages for the expediency of construction. Along the way, the FIRM will be responsible for working with the Owner to ensure the total cost of work is not outside the total project.
- Submissions must include a fully executed Agreement.

B. TERMS OF PAYMENT AND COST CONTROL

The project delivery method to be utilized for this project is FIRM, which incorporates conditions of a cost-plus fixed fee with a Guaranteed Maximum Price contract. The total cannot exceed the project (s) budget.

Offerors are required to describe their proposed cost control methods in this Submission.

During construction, detailed cost reports with the associated backup will be submitted as part of the Application for Payment. Payments will not exceed the GMP without prior written and approved Change Orders.

APPENDIX (s)

- A. General Scope of Services**
- B. Specific Scope of Services**
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APPENDIX A
GENERAL SCOPE OF WORK
RFP # 25-005

APPENDIX A – GENERAL SCOPE OF WORK

EARLY CHILDHOOD LEARNING CENTER

PART 1 – CONSTRUCTION MANAGER’S GENERAL RESPONSIBILITIES

1. Scope of Services include, but is not limited to:
 - Site analysis and Mobilization Plan for each school
 - Management and execution of a Safety Plan
 - Prepare project schedule and monthly updates
 - Provide necessary Insurance
 - Provide 100% Performance and Payment Bonds prior to Construction
 - Suggest value engineering alternatives and incorporate same into documents once approved
 - Management and execution of Design/Pre-Construction Phase Services
 - Management and execution of all required permits
 - Management and execution of the GMP Budget, Buy-out/Procurement Phase
 - Management and execution of all Construction Phase activities
 - Management and execution of the Post Construction Phase
 - Execute fully the requirements and intent of the RFP
2. The Construction Manager (CM will be required to assume an active role in the control of time and cost of the project. The CM shall develop a Master Project critical path method (CPM) schedule reflecting all phases of the project including design, procurement, construction, FF&E, and project closeout to the satisfaction of CSD. The schedule shall reflect agreed upon milestones for evaluation of progress and show relationships between tasks, activities, shutdowns and inspection/approvals by responsibility, design discipline, construction trades and phase of the program. Preparation and adherence to the Project Schedule shall be a contractual responsibility of the CM. In addition to the CM’s work, the schedule should include the timing and coordination of owner supplied / owner installed items if any are determined. The CM shall remain fully responsible for constructing the project within the established budget and time constraints.
3. The CM shall develop, manage, and execute a safety program for all phases of the work with periodic reporting to City Schools of Decatur through its Owner’s Representative.
4. The CM shall make monthly reports to City Schools of Decatur’s Owner’s Representative indicating the status of all activities and depicting their impact on the schedule, budget and function of the project and impact on current operations of the affected facility.
5. For the duration of the CM’s Construction Phase they will provide an on-site office. This on-site office will include at a minimum; offices for assigned CM Team, 1 fully furnished office for the City Schools of Decatur’s Owner’s Representative, and Large Conference space for meetings.

APPENDIX A – GENERAL SCOPE OF WORK

EARLY CHILDHOOD LEARNING CENTER

PART 2 - CONSTRUCTION MANAGER'S – DESIGN/PRE-CONSTRUCTION PHASE RESPONSIBILITIES

1. The CM will be responsible for assisting the A/E with applications for various building and other development permits. This includes coordinating the preparation of applications, drawings, exhibits, surveys, design computation summaries, and other documents needed with the Design Team to file for and obtain all necessary permits and to satisfy the Owner and Jurisdiction that the intent of any RFP is being met. Responsibilities shall include, but not be limited to:
 - Coordinate and provide Constructability Reviews of the Design teams design development and construction documents.
 - Attend Monthly Board Meetings to assist in providing Update Reports as required.
 - Coordinate timing for review and approval by the proper local and/or state agencies and City Schools of Decatur's Staff as required to obtain approval
 - Coordinate review of site existing conditions and perform other investigations above and beyond that already performed by City Schools of Decatur and provided as part of this document as necessary to minimize change orders. Geotechnical services shall be provided by City Schools of Decatur.
 - Coordinate all aspects of the design related to matching scope to CM's estimated budgets to keep project aligned with City Schools of Decatur's goals.
 - Update the program & project's schedules at least monthly.
 - Conduct, record and distribute meeting minutes of progress meetings with City Schools of Decatur's Staff.
 - Prepare and submit a detailed Preliminary Design Estimate, Design Development, and Construction Documents Estimate of the construction cost for the Project based upon approved plans.
 - Prepare and coordinate with the Design Team Phasing Packages and GMP aligning with budgets and achieving approval of the City Schools of Decatur.
 - Finalize overall GMP for remainder of project and achieve approval of the City Schools of Decatur.
2. It shall be the CM's responsibility to assist the City Schools of Decatur in coordinating the development of a design that is in accordance with all their Design Standards, applicable codes, rules, regulations and that is functional, buildable, and maintainable to the complete satisfaction of City Schools of Decatur, for a total cost (including all phases) within the allocated project budget.

APPENDIX A – GENERAL SCOPE OF WORK

EARLY CHILDHOOD LEARNING CENTER

PART 3 - CONSTRUCTION MANAGER'S - CONSTRUCTION RESPONSIBILITIES

1. Construction for the project will commence with the issuance of a Notice-to-Proceed in writing by City Schools of Decatur's Owner's Representative and will terminate when the final payment is made by the City Schools of Decatur to the CM. Substantial Completion will occur when the project is ready for its intended use in accordance with the approved plans and specifications and the local Authority Having Jurisdiction over the project authorizes and issues a Certificate of Occupancy.
 2. Scope of Services during the Construction Phase includes, but is not limited to:
 - Construction of the Project.
 - Construction management and administration.
 - Coordinate and Schedule purchase and installation of all Fixtures, Furniture, and Equipment.
 - Attend City Schools of Decatur Monthly Board Meetings and present Construction Update Reports as required.
 - Provide Quality Control Inspections by the CM with monthly reports issued to City Schools of Decatur's Owner's Representative.
 - Provide Project/Field engineering.
 - Provide Construction supervision.
 - Host bi-monthly meetings with the City Schools of Decatur's Staff, Owner's Representative, A/E Team; record and distribute minutes.
 - CM will coordinate with the City Schools of Decatur's Owner's Representative to ensure required staff and others are scheduled.
 - Schedule updates at least monthly.
 - Coordinate/schedule Material Testing / Special Inspections as required by the specifications and direct provided by the City Schools of Decatur Material Testing/Special Inspections firm.
 - Obtain and pay for all required inspections and permits.
 - Minimize disruption to the City Schools of Decatur operations.
 - Pay for all goods and services and provide releases to the City Schools of Decatur's Owner's Representative as required during execution of work.
 - Provide information to assist the City Schools of Decatur's Owner's Representative with Completion Reports.
- Arrange for training City Schools of Decatur's Staff in operations and maintenance procedures by manufacturers' representatives

APPENDIX A – GENERAL SCOPE OF WORK

EARLY CHILDHOOD LEARNING CENTER

PART 4 - CONSTRUCTION MANAGER'S - POST CONSTRUCTION RESPONSIBILITIES

1. Items on the punch list must be completed and Final Completion must be achieved within thirty (30) days of Substantial Completion or as provided for on the approved Project Schedule. Also, within one (1) month of substantial completion, the CM shall provide five (5) copies of a final report. This report is to include:
 - Copies of all meeting minutes
 - Copies of all permits
 - Correspondence with regulatory agencies if any
 - Warranties and guarantees
 - Electronic Operation and maintenance Manuals on contained on (2) each external hard drives
 - Statement certifying Project Completion
 - Final Summary of all costs
 - Complete all requirements of the RFP
 - Warranty Inspections
 - Conduct Warranty Review/Facility Inspection one month prior to the end of the general warranty period with the City Schools of Decatur staff to identify and resolve outstanding warranty issues prior to the end of the warranty period.

APPENDIX B
SPECIFIC SCOPE OF WORK
RFP # 25-005

APPENDIX B – SPECIFIC SCOPE OF WORK

EARLY CHILDHOOD LEARNING CENTER



APPENDIX B – SPECIFIC SCOPE OF WORK

EARLY CHILDHOOD LEARNING CENTER



APPENDIX C
Acknowledgment of Addendum Form
RFP # 25-005

The Offeror has examined and carefully studied the Specifications and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.		dated		Acknowledgment	
Addendum No.		dated		Acknowledgment	<i>Initial</i>
Addendum No.		dated		Acknowledgment	<i>Initial</i>
Addendum No.		dated		Acknowledgment	<i>Initial</i>
					<i>Initial</i>

Offerors must acknowledge any issued addenda. Submittals that fail to acknowledge the offeror's receipt of any addendum would result in the rejection

of the submittal if the addendum contained information that substantively changes the Owner's requirements.

APPENDIX D
Reference Survey Form
RFP # 25-005

Offeror: _____

Project Name: _____

Project Completion Date: _____

Offeror's scope included: _____ Design / Pre-Construction Phases

_____ Construction – Post Construction

Please rate the Offeror's performance from 1-5 on the following issues by circling the appropriate number where one indicates that you least agree with the statement and 5 indicates that you most agree with the statement.

	Disagree				Agree	
	1	2	3	4	5	N/A
Completed work on time:						
Construction Manager						
Completed work within budget:						
Construction Manager						
Provided timely and accurate information:						
Construction Manager						
Worked well with Owner's staff:						
Construction Manager						
Communicated Design Intent effectively:						
Construction Manager						
Ensured Quality materials and workmanship:						
Construction Manager						
Would use Firm or Team again:						
Construction Manager						

Completed by: Name (Printed): _____

Entity: _____

Address: _____

Telephone: _____

EMAIL Address: _____

Signature: _____ Date: _____

Thank you for your assistance.

APPENDIX E
VENDOR BUSINESS INFORMATION
RFP # 25-005

1. Vendor Information: _____
2. Home Office Address: _____
3. Business Address: _____
4. Website Address: _____
5. Name, Title, Address, Telephone Number, and Email Address of the person to be contacted concerning the proposal:

6. If Applicable, Name of the Parent Company:

7. Home Office Address, Telephone Number, and Website Address of the Parent Company:

8. Describe the parent company's relationship with the Vendor:

9. If applicable, does the person signing the proposal have the authority to sign contracts and binding documents on behalf of the vendor?
_____Yes_____No
10. Name(s) of companies that will share significant and substantive responsibilities with the Vendor in performing the scope of services under the Contract:

APPENDIX F
PROJECT SCHEDULE

RFP # 25-005

☐ **PROJECT DESIGN PHASE**

- *Schematic Design (January – Mid-March 2025)*
- *Design Development (Mid-March – April 2025)*
- *Construction Documents (May – July 2025)*
- *LDP and Building Permitting (July – August 2025)*

☐ **CONSTRUCTION MANAGER at RISK FIRM ENGAGED**
(April 2025)

☐ **PRE-CONSTRUCTION PHASE (overlaps with Design Phase).**
(April – August 2025)

☐ **PROJECT CONSTRUCTION PHASE**
(August 2025 – May 2027 - 21 Months)

APPENDIX G
SECURITY AND IMMIGRATION COMPLIANCE AFFIDAVIT
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the individual, firm, or corporation (“Contractor”) which is contracting with the CSD Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate 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, as amended. 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).

(2) Contractor’s correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City Schools of Decatur Board of Education, unless at the time of the contract said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

The contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the Fulton County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

(4) Contractor further agrees to and shall provide City of Decatur Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

CONTRACTOR AFFIDAVIT AND AGREEMENT (Page 2)

User Identification Number Date of Authorization _____ EEV/Basic Pilot Program

Federal work authorization program as described above is used other than the EEV /Basic Pilot Program,
please identify the program.

Contractor Name Date _____ Company Name /

Authorized Officer or Agent Date _____ BY: Signature of

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 2025

Notary Public
My Commission Expires: _____

SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. 13-10-91 (b) (3)

RFP # 25-005

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 that is engaged in the physical performance of services under a contract with (City Schools of Decatur) on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. The subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 2025 in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX H
DEBARMENT AND SUSPENSION CERTIFICATE
RFP # 25-005

Federal Executive Order (E.O.) 12549 “Debarment” requires that all Vendors/Contractors receiving individual awards using federal funds and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at <https://sam.gov/content/home>.

This certification is required by Uniform Guidance Federal Regulations implementing Executive Orders 12549 and 12689, pursuant to 2 CFR Part 200.214 and 2 CRF Part 180.

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within three years preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with the commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
4. Have not within three years preceding this contract had one or more public transactions terminated for cause or default?

Where the Vendor/Contractor cannot certify any of the statements in this certification, the Vendor/Contractor shall attach an explanation to this certification form.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

APPENDIX I
CONSTRUCTION MANAGEMENT AGREEMENT
RFP # 25-005

REQUIRED SUBMITTAL – EXECUTED

All submitting Construction Management Firms or Teams are required to execute the **Construction Services Agreement** and to submit their Technical Proposal. This indicates their willingness to comply with all the terms outlined within the Construction Services Agreement.

Only insert your Pre-Construction Phase Fees and Percentage Fee to be charged over the Cost of the Work at this time.

Upon awarding the Project to the winning Construction Management Firm or Team, the City Schools of Decatur will execute the Agreement. Please be advised that the execution of the Construction Services Agreement prior to the award of the Project does not constitute the acceptance of an offer by the City Schools of Decatur or otherwise bind the City Schools of Decatur in any way until the City Schools of Decatur executes the Construction Services Agreement.

NOTE: (Please leave date and amount of blank). Exhibit's "D," "E," and "F" will be executed after the project is awarded)

**STANDARD FORM OF CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
INCLUDING
CONSTRUCTION FOR A GUARANTEED MAXIMUM PRICE
BETWEEN
Board of Education of the City of Decatur, Georgia
AND THE CONSTRUCTION MANAGER**

Construction Manager:

Project Name: Early Childhood Learning Center

**Owner Address: 125 Electric Avenue
Decatur, Georgia 30030**

[Owner reserves the right to modify this Agreement to add provisions that are beneficial to Owner and/or the project prior to execution of the Agreement by the parties]

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EXHIBIT "L"	RFP Submission Documents	
EXHIBIT "M"	Performance Bond	
EXHIBIT "N"	Payment Bond	

CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES

This agreement (the "Agreement") is made and entered into by and between **Board of Education of the City of Decatur** ("Owner"), and _____,
a _____ duly operating and existing under the laws of the State of Georgia
[Form of Entity]
("Construction Manager").

This Agreement shall become effective on the date it is executed by the last party to execute it (the "Effective Date").

For and in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Construction Manager agree as follows:

ARTICLE 1

DEFINITIONS

1.1 "Applicable Laws" means all laws, statutes, ordinances, codes, building codes, regulations, rules, orders, and resolutions of all national, administrative, state, local, municipal, and other governing bodies relating to the Project or to the performance of the Services or the Work.

1.2 N/A

1.3 "Change Order" means a written order to Construction Manager executed by the Owner and Architect in accordance with the contract, or adjustment or revision to the requirements of the Contract Documents, or an adjustment to the compensation payable to Construction Manager, or to the time for performance of the contract and completion of the Project, or any combination thereof.

1.4 "Construction Phase" means the phase of the Project commencing upon completion of the Design Phase, or upon award of the first Subcontract related to construction of the Project, whichever occurs first, and ending upon Architect's and Owner's Representative's execution of the Certificate of Final Completion of the Project. The parties acknowledge that the Design Phase and the Construction Phase may overlap.

1.5 "Construction Phase Services" means Services rendered during the Construction Phase of the Project.

1.6 "Day," unless otherwise stated, means calendar day.

1.7 "Design for Construction" means the complete and final design and construction documents provided by Architect pursuant to the contract between Owner and Architect and shall include the plans and specifications prepared by or on behalf of Architect for use in constructing the Project, performing the Work, and rendering the Project fully operational. All changes and modifications to the Design for Construction issued in accordance with the requirements of this Agreement shall become and be a part of the Design for Construction.

1.8 "Design Phase" means the phase of the Project commencing upon the Effective Date of this Agreement and ending upon completion of the Design for Construction for the Project.

1.9 "Design Phase Services" means all Services required during the Design Phase of the Project.

1.10 "Final Completion" means the completion of all Work required by, and in strict compliance with, the Contract Documents, including start-up, testing, obtaining regulatory approvals from all applicable authorities, and all preparations necessary to operate and maintain the Project.

1.11 "GMP" means the Guaranteed Maximum Price for the Project, as defined, and subsequently established in paragraph 14.2, below.

1.12 "Other Contractors" means any contractor, but not including Construction Manager or the Subcontractors, with whom Owner enters into a direct contract for the performance of any portion of work in connection with the Project.

1.13 "Owner's Representative" means the individual named by Owner, in writing and as such writing may be amended from time to time, to act on Owner's behalf in the administration of this contract. Owner's Representative does not have authority to waive or modify any condition or term of the Contract Documents.

1.14 "Preliminary Design" means all design documents constituting the preliminary design as required and defined in Owner's contract with Architect.

1.15 "Project" means, and is inclusive of, all of the following: 2021 Roofing Repair/Replacement Capital Improvement Program.

1.16 "Reimbursable Expenses" means those items, and only those items, set forth in Exhibit "A" properly documented and reasonably, necessarily, and actually incurred by Construction Manager in the performance of the Services and the Work.

1.17 "Services" means those services, functions, roles, responsibilities, obligations, and duties required of Construction Manager pursuant to the terms of the Contract Documents.

1.18 "Subcontracts" means the contracts between Construction Manager and any Subcontractor.

1.19 "Subcontract Costs" means those sums properly paid or due and payable by Construction Manager under the terms of the Subcontracts.

1.20 "Subcontractor" means any person or entity having a direct contract or purchase order with Construction Manager for the performance or supply of all or any portion of the Work required by the Contract Documents or the supply of any materials, services, equipment, or installation services required by the Contract Documents.

1.21 "Substantial Completion" means that stage of completion of the Project, or a designated Phase thereof, including testing, approval by any applicable regulatory authority, and receipt of the final certificate of occupancy, such that the Work and the Project, or the designated

Phase thereof, are functionally and legally usable by Owner for the purpose for which they are intended.

1.22 "Value Engineering" means the detailed analysis of systems, equipment, materials, services, facilities, and supplies required by the Contract Documents for the purpose of achieving the desired and essential functions of the Owner's program at the lowest Life Cycle Cost consistent with required and necessary performance, reliability, quality, and safety. "Life Cycle Cost" means the sum of all costs of the Project over its useful life, and includes the cost of design, construction, acquisition, operation, maintenance, and salvage/resale value.

1.23 "Work" means any and all labor, supervision, work, supplies, fixtures, furnishings, vehicles, equipment, services, tools, materials, computers, utilities, items, documents and things required by the Contract Documents to be performed or supplied, including all construction, testing, and permitting required to render the Project, and every component thereof, operational and usable for its intended purpose.

ARTICLE 2

THE CONTRACT DOCUMENTS

2.1 Contract Documents Defined. The contract between the parties shall consist of the "Contract Documents." The Contract Documents shall include this Agreement, the Design for Construction, any supplemental conditions, and all documents expressly annexed hereto as part of this Agreement. Change Orders issued hereafter, and any written amendments to this Agreement executed by Owner and Construction Manager, shall become and be a part of the Contract Documents. Documents not expressly listed above are not Contract Documents and do not constitute part of the contract between the parties.

2.2 Priority of Documents. In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, interpretation will be based on the following descending order of priority:

- (1) This Agreement.
- (2) Supplemental or Special Conditions (if any).
- (3) Specifications.
- (4) Plans, and among the Plans, the following:
 - (i) As between figures given on plans and scaled measurements, the figures shall govern;
 - (ii) As between large scale plans and small scale plans, the large scale plans shall govern.

2.3 Substitutions. If Owner elects to accept any items proposed by Construction Manager as a substitution, Construction Manager shall assume full responsibility for the proper performance of such substituted items and shall assume the costs of any changes in the Work which may be due to such substitution.

2.4 Design Document List. The Owner has requested the Architect to prepare a list of the plans, specifications and other documents constituting the Design for Construction (the "Design Document List"). Upon receipt, the Construction Manager shall review and study the Design Document List to confirm the Design Document List is accurate, complete, and current. If requested by the Owner, the Construction Manager shall acknowledge, in writing, its receipt of the

Design Document List and its agreement that the Design Document List is accurate, complete, and current. Unless the Construction Manager notifies the Architect and the Owner, not later than five (5) days after Construction Manager's receipt of the Design Document List, of an error or omission in the Design Document List, the Design Document List shall be annexed hereto as part of this Agreement.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Specific Representations and Warranties. By executing this Agreement, Construction Manager makes the following express representations and warranties to Owner:

3.1.1 Construction Manager is professionally qualified to act as the construction manager for the Project and has, and shall maintain, any and all licenses, permits, and other authorizations necessary to act as the construction manager for the Project and to perform the Services required hereunder.

3.1.2 Construction Manager has become familiar with all design and construction documents generated to date and will become familiar with all generated hereafter, and has become familiar with the Project site and the local conditions under which the Project is to be constructed.

3.1.3 Construction Manager has the capability and experience, including sufficient qualified and competent supervisory personnel, to efficiently and timely accomplish the Work and perform the Services, and Construction Manager will continuously furnish sufficient personnel to accomplish the Work and perform the Services in a timely and proper manner.

3.1.4 Construction Manager shall comply, and shall cause all Subcontractors to comply, with all Applicable Laws.

3.1.5 Construction Manager assumes full responsibility to Owner for the acts and omissions of Construction Manager's officers, employees, Subcontractors, consultants, and others employed or retained by Construction Manager or them in connection with the performance of the Services or the Work.

3.1.6 Construction Manager warrants to Owner that all labor furnished to perform the Work under the Contract Documents will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by the Contract Documents, and that the Work will be of good quality, free from faults and defects, and in strict conformance with the Contract Documents. Any Work not strictly conforming to these requirements may be considered defective.

3.1.7 All obligations related to or arising from all representations and warranties made in the Contract Documents shall be obligations of, and shall be deemed incorporated in, the performance bond furnished by Construction Manager.

3.1.8 The Construction Manager represents, warrants and affirms that only truthful, complete and correct information has been provided to the Owner in the Construction

Manager's Prequalification Statement, if any, and in any other communication from the Construction Manager regarding the Construction Manager's qualifications or responsibility to perform the obligations of the Construction Manager under this Agreement (all such information being referred to herein as "Qualification Information"). The Construction Manager further represents, warrants and affirms that in the event that any Qualification Information changed in any material way after it was communicated from Construction Manager and before this Agreement is signed by all parties, Construction Manager has immediately notified the Owner, in writing, of such change or changes and Construction Manager agrees that Owner may take such action thereon as Owner deems appropriate. The Construction Manager acknowledges and agrees that the Owner has relied, and will continue to rely, on the truthfulness, completeness, and correctness of the Qualification Information. The Construction Manager acknowledges and agrees that all Qualification Information is material and important to the Owner's evaluation of the Construction Manager's qualifications and responsibility to undertake the Construction Manager's obligations under this Agreement. Construction Manager acknowledges and agrees that if the Construction Manager knowingly provided any false, incorrect, misleading or incomplete information to the Owner in any Qualification Information, or failed to advise the Owner in writing of any material change in such information as set forth in this paragraph, this Agreement shall be deemed to be materially breached by Construction Manager and subject to immediate termination for cause or rescission for cause by the Owner, at the sole option of the Owner. The Owner also shall have and retain any and all other rights and remedies provided by law, in contract or otherwise.

3.2 Enumerated Representations and Warranties Not Exhaustive. The representations and warranties enumerated in this Article 3 operate in addition to, and shall in no way supersede, limit, or restrict any other duty, responsibility, representation, or warranty, express or implied, created or required by the Contract Documents or by law.

ARTICLE 4

CONSTRUCTION MANAGER'S SERVICES AND DUTIES: GENERAL PROVISIONS

4.1 Generally. Construction Manager shall perform and provide the Services and the Work required by, or reasonably implied by or inferable from, the Contract Documents, shall be responsible for the construction of the Project in strict conformance with the requirements of the Contract Documents, and shall pay for all labor, supervision, materials, supplies, furnishings, equipment, and things required by the Contract Documents. In performing its duties hereunder, Construction Manager shall be a fiduciary to the Owner in whom the Owner may place its full trust and confidence.

4.2 Standard of Care. Construction Manager shall perform the Services at a level, and be judged by a standard of care, that is consistent with the standards and quality prevailing among first-rate, nationally recognized construction management and general contracting firms of superior knowledge, skill and experience engaged in projects of similar size and complexity. Construction Manager shall carry out and complete the Services in an efficient, economical, and timely manner, as expeditiously as is consistent with the level of skill and care required hereby and the interests of Owner, and in strict accordance with the Contract Documents.

4.3 Permits, Notices, and Fees. Construction Manager shall cooperate with and assist Owner as necessary in timely preparing and submitting all necessary submissions, notices, and applications to all relevant governmental authorities and assist in filing or obtaining from all relevant

government authorities all necessary design documents, site plans, approvals, environmental permits, notices of commencement, inspection certificates, certificates of occupancy, and similar documents necessary for the construction, occupancy, and use of the Project. The Owner shall pay all governmental fees associated with the foregoing. Construction Manager shall obtain or, as applicable, cause Subcontractors to obtain all building and other permits required for construction of the Project, the cost of which shall be part of the GMP.

4.4 Compliance with Applicable Laws. Construction Manager shall reasonably ensure that the Services and Work are performed, and the Project is constructed, in a manner which meets the requirements of all Applicable Laws relating to the design, construction, occupation, and operation of the Project, including, but not limited to, building codes, fire and safety regulations, and environmental regulations. Such Applicable Laws shall be deemed minimum standards for the Project. Where the requirements of the specifications and the accompanying plans exceed those of the Applicable Laws, the plans and specifications shall be followed. Construction Manager shall immediately notify the Owner's Representative in writing of any known violation by Architect or any Subcontractor of any Applicable Law, or any such violation of which the Construction Manager reasonably should have known.

4.5 Communications in Writing. All communications relating to the Project between Construction Manager and Owner's Representative shall be in writing or, as applicable, shall be confirmed in writing.

4.6 Reporting Anticipated Delays. Should Construction Manager, at any time during the course of the Project, have reason to believe that Construction Manager, Architect, or any Subcontractor will be unable to meet a completion date of any activity which is on the critical path of the Project or which may delay Construction Manager, any Subcontractor, the Architect, or the progress of the Project, Construction Manager shall notify Owner's Representative in writing within forty-eight (48) hours, stating the reason for the delay, describing steps being taken to remedy the delay, and recommending steps for eliminating or reducing the extent and impact of such delays.

4.7 Duty to Correct. Construction Manager shall promptly correct any errors, omissions, deficiencies, or conflicts in its Services and the Work at its own cost and without additional compensation or reimbursement, and Construction Manager shall not be compensated or reimbursed for performing any Services necessitated by its failure to perform in strict accordance with the Contract Documents.

4.8 Storm Water Discharge Permits. Any provision of this Agreement to the contrary notwithstanding, and unless otherwise directed in writing by the Owner, the provisions of this paragraph 4.8 shall apply, and the Construction Manager shall have and perform the duties, obligations and responsibilities of the Construction Manager set forth herein. The Construction Manager shall: (i) prepare the Erosion, Sedimentation and Pollution Control Plan in accordance with the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit (the "DNREPDSWD Permit"); (ii) perform the initial inspection of the installation of the control measures set forth in the Erosion, Sedimentation and Pollution Control Plan in accordance with the DNREPDSWD Permit; (iii) perform the weekly inspections and inspections after rain (or other precipitation) as are required by the DNREPDSWD Permit; and (iv) perform the duties, obligations and responsibilities of the "design professional" under the DNREPDSWD Permit. As used in the immediately preceding sentence, the term "design professional" shall have the meaning

ascribed to it in the DNREPDSWD Permit. The Construction Manager shall provide, satisfy, or otherwise comply with all applicable requirements and conditions of the DNREPDSWD Permit, including, without limitation, all notices, fees, plan implementation, monitoring, sampling, inspections, reports, record keeping, submittals and any other requirements and conditions of the DNREPDSWD Permit.

ARTICLE 5

DESIGN REVIEW AND PROJECT PLANNING

5.1 Generally. During the Design Phase of the Project, and continuing during the Construction Phase where necessary or appropriate to further the interests of Owner and the Project, Construction Manager shall render Services which support the services to be rendered by Architect, including design review, Project planning, and the specific Services described in this Article 5. Construction Manager shall comply with all "Work Site Rules" set forth in Exhibit "J," incorporated herein by reference. Construction Manager shall promptly alert Owner if it knows (or reasonably should have known) of any flaws, omissions, or violations of law that occurred in the performance of such design, engineering, or professional services.

5.2 Review Project Requirements and Site Data. Construction Manager shall review and study all background data, specifications and other related materials made available by Owner as to requirements, criteria, priorities, feasibility, and physical and financial limitations with regard to the Project, and shall review with Owner's Representative and Architect site data (such as access, location of services and utilities, security, surveys, and soils information) and other relevant information. If the Construction Manager observes any inconsistency between the information furnished by Owner and the actual site conditions, Construction Manager shall immediately report such inconsistencies to Owner and Architect. If Construction Manager proceeds with its Work without so notifying the Owner and Architect, Construction Manager shall be liable for any costs resulting from such inconsistencies. The furnishing by Owner of any information, shall not relieve Construction Manager from its duties under the Agreement. Construction Manager represents that it is experienced in the type of Work undertaken pursuant to this Agreement and has the necessary expertise to form its own conclusions as to the necessity for conducting investigations of any type and nature as is calculated by the Construction Manager to provide it with the necessary information regarding conditions of the Project site.

5.3 Verify Site and Working Conditions. Promptly after execution of this Agreement, and as necessary thereafter, Construction Manager shall visit the Project site, review all information related to the site and to the conditions under which the Work will be performed. Construction Manager shall notify Owner's Representative in writing of any conditions that would adversely affect the progress, quality, or cost of the Work, recommend means of addressing such conditions, and suggest additional testing or services reasonably required in connection therewith.

5.4 Consultation and Advice. Construction Manager shall consult with and advise Architect and Owner's Representative concerning cost, schedule, constructability, and other issues relevant to the completion of the Project, including, but not limited to, Value Engineering, advantages and disadvantages of proposed materials, building systems, and equipment, construction feasibility, availability of materials and labor, time requirements for installation, construction scheduling alternatives, future expandability of the Project, Life Cycle Costs, ease of maintenance, longevity of service, economy of operation, operational capabilities in the case of

extended loss of external utility services, and means of achieving conformance with the Owner's Project objectives and the Design for Construction.

5.5 Review of Architect's Schedule. Construction Manager shall review and study all schedules and updates thereof submitted by Architect concerning the schedule for performance of Architect's services. Within ten (10) days after receipt of any such schedule or update, Construction Manager shall submit to Owner's Representative a written analysis of same describing any anticipated problems or delays to the Project related to Architect's schedule, the cause and extent of such problems or delays, the projected impact on the ability to complete the Project by the Date of Substantial Completion for Phase One or Phase Two, or both, and recommendations for eliminating or reducing the extent of such delays. Construction Manager shall consult with Owner's Representative and Architect to determine means of improving the anticipated schedule for the performance by Owner, Architect, and Construction Manager during the Design Phase and to facilitate phased construction of the Project where appropriate.

5.6 Consultants. Construction Manager shall assist Owner as needed in selecting and contracting with consultants and professionals, if any, to provide specialized services relating to the Design Phase.

5.7 Identify Applicable Laws and Regulations. Construction Manager shall identify and review with Owner's Representative and Architect, and, if requested by Owner's Representative, assist Owner in complying with, the Applicable Laws which will affect the Services, the Work, and the Project.

5.8 Quality Assurance. Construction Manager shall submit to Owner's Representative for approval a written quality assurance program for the Project, including a program for review of design and construction documents, cost estimates, schedules, and the Work.

5.9 Procurement Guidelines and Plan. Construction Manager shall prepare and submit, for Owner's Representative's approval, procurement guidelines and a procurement plan for the Project.

5.10 Utilities, Communications and Other Infrastructure Issues. Construction Manager shall advise and assist Architect and represent Owner, if requested, in dealing appropriately with local utilities, communications, and other related infrastructure issues.

5.11 Review of Design Documents. Construction Manager shall review and study, on a continuing basis through the Design and Construction Phases, all design and construction documents prepared by Architect for completeness, clarity, and consistency. Construction Manager shall notify Owner's Representative and Architect in writing of any errors, omissions, conflicts, inconsistencies, or ambiguities discovered, identify potential design changes before the bidding cycle and Construction Phase begin, and recommend alternatives when design details affect construction feasibility, constructability, quality, or the Project schedule. Construction Manager shall assure through such review and study that all Project construction requirements are met in the Design for Construction and the Subcontracts. The Owner has requested the Architect to only prepare documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. However, the Owner makes no representation or warranty of any nature whatsoever to the Construction Manager concerning such documents. The Construction Manager hereby acknowledges and represents that it has not, does not, and will not rely upon any representations or warranties by the

Owner concerning such documents, as no such representations or warranties have been or are hereby made.

5.12 Systems Analyses. Construction Manager shall consult with Architect and Owner during all stages of the Project in the preparation of building systems studies and analyses and any other engineering studies and analyses that may be required.

5.13 Control of Design Modifications. Construction Manager shall implement, in consultation with Architect and Owner, a system to minimize and control design modifications. The system shall document modifications and the reasons for the modifications.

5.14 Life Cycle Analyses. Construction Manager shall assist Owner and Architect in preparing comparative life cycle studies of ownership, operating, and maintenance costs for design alternatives prepared by Architect.

5.15 Constructability Analyses. When requested by Owner's Representative, Construction Manager shall provide written constructability analyses of the Project, including items to be addressed with Architect such as accessibility, construction methods, assembly, installation, materials handling, expandability, phasing, and other Construction Phase-related activities. The analysis of constructability issues shall be performed on an ongoing basis during the Design Phase.

5.16 Consultation Regarding Design Modifications. If Owner directs Architect to modify any design or construction documents, Construction Manager shall consult with Owner's Representative regarding the impact of such modifications on the then current Project cost estimate and the Project schedules and suggest means and methods of minimizing any adverse impact of such modifications.

5.17 Presentations. When requested by Owner's Representative, Construction Manager shall assist Owner and Architect in making one or more presentations of design concepts, cost studies, site evaluation, and other data developed in relation to the Project.

5.18 Value Engineering. Construction Manager shall perform Value Engineering studies and propose to the Owner design, construction, and systems alternatives for reducing the cost of the Project, or elements thereof. Construction Manager shall provide Owner with an estimate of the cost of, and the savings that will result from, implementing such Value Engineering alternatives. Construction Manager shall implement any Value Engineering alternatives approved by Owner and the GMP shall be adjusted by Change Order to reflect the savings to be achieved by implementing such Value Engineering alternatives.

ARTICLE 6

ESTIMATING AND MONITORING PROJECT COSTS

6.1 Construction Cost Estimate. Within twenty-eight (28) days after the Architect's completion of the Preliminary Design, Construction Manager shall prepare an estimate (the "Construction Cost Estimate") of the cost of constructing the Project in accordance with the requirements of the Preliminary Design and shall provide same to Owner's Representative. The Construction Cost Estimate shall be broken down and itemized in such detail, and supported by such backup and supporting documentation, as Owner's Representative may require, and shall include a recommended contingency for each element of the Work. Construction Manager shall

revise the Construction Cost Estimate monthly until the GMP is established and shall provide such revised estimates, together with such itemization and supporting documentation as Owner's Representative may require, to Owner's Representative as part of the Monthly Reports required by paragraph 12.3 of this Agreement and as provided in the immediately succeeding sentence. If the foregoing monthly revisions of the Construction Cost Estimate do not coincide with the Architect's 65%, 95% and 100% completion of the Design for Construction, then Construction Manager shall also provide revised estimates to the Owner's Representative at such stages of the design. The Construction Manager shall advise the Owner of any adjustments to previous estimates indicated by changes in Project requirements or general market conditions. If at any time the Construction Manager's Construction Cost Estimate exceeds the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget.

6.2 Reducing Project Costs After Bidding. If, prior to the establishment of the GMP, the lowest responsive bid for construction or supply of an element of the Work exceeds the sum indicated in the Construction Cost Estimate for that element of the Work, then Construction Manager, in cooperation with Owner as required, shall negotiate with the bidder to lower the bid to an amount acceptable to Owner. If the negotiations with the bidder are unsuccessful in lowering the bid to an amount acceptable to Owner, Construction Manager shall perform further Value Engineering for that element of the Work. Owner may modify the Design for Construction in order to bring such bid within a range acceptable to Owner, and Construction Manager shall assist in implementing any measures decided upon by Owner to achieve such savings.

6.3 Monitoring Construction Costs and Comparison to Estimates. Throughout the duration of the Project, Construction Manager shall regularly review and study the actual and anticipated costs of constructing the Project and shall compare them to the Construction Cost Estimate and, once established, to the GMP. As part of the Monthly Reports required by paragraph 12.3 of this Agreement, Construction Manager shall furnish to Owner's Representative a written analysis of the costs of the Work, including a comparison of the Construction Cost Estimate and the GMP with the actual costs for Work in progress, Work performed to date, and estimates for uncompleted Work.

6.4 Cash Flow Forecasts. Construction Manager shall analyze the Design for Construction, schedules of values submitted by the Subcontractors, and the Construction Schedule and shall prepare a written forecast of projected monthly payments to Construction Manager through Substantial Completion of Phase One, Phase Two A, Two B, and Phase Three A, Three B of the Project. As a part of each Monthly Report, Construction Manager shall provide Owner's Representative with an updated forecast of such projected monthly payments.

6.5 Unit Cost Records. For all Work for which Construction Manager is compensated on a unit cost basis, Construction Manager shall maintain up-to-date records of the number of units performed or supplied and shall notify Owner's Representative in writing as soon as it reasonably appears that any quantities estimated in the Contract Documents may be exceeded.

ARTICLE 7

COMPLETION DATE AND SCHEDULES

7.1 Completion Date. Construction Manager shall achieve Substantial Completion of the Work under this Agreement in _____ phases. Construction Manager shall achieve Substantial

Completion of the Work regarding Phase One by _____ ("Phase One Substantial Completion Date"). Construction Manager shall achieve Substantial Completion of the Work regarding. The time for achieving Phase One Substantial Completion may sometimes be referred to in the Contract Documents as the "Contract Time," but shall be applied as provided hereinabove. Construction Manager shall achieve Final Completion of Phase One of the Project within thirty (30) days after the Phase One Substantial Completion Date. The Phase One Substantial Completion Date nor the time for Phase One Final Completion shall be changed except by Change Order issued in accordance with the terms of this Agreement.

Owner and Construction Manager acknowledge and agree that, in order to meet the Owner's desired scheduling for overall Project completion, certain portions of the Work, or sub-phases of the above-referenced phases, may proceed to the Construction Phase prior to the establishment, and the Owner's agreement thereto, of the GMP contemplated in paragraph 14.2. Consequently, the Owner and Construction Manager anticipate the execution of one or more Change Orders to accomplish the distinct tasks for such sub-phases, with such Change Orders providing for the following, among other things: (i) the application of Construction Manager's Construction Phase obligations to such sub-phases; (ii) the time for commencement and completion of any such sub-phase; (iii) the Construction Phase Compensation for each such sub-phase; (iv) payment and performance bonds applicable to each such sub-phase, including aggregate increases in the penal sums of such payment and performance bonds that correctly reflect the full and complete compensation payable to Construction Manager and, (iv) the Owner's payment to Construction Manager of the Construction Phase Compensation for each such sub-phase. The total of all such Construction Phase Compensation for each such sub-phase shall be included as part of the overall Project GMP in paragraph 14.2, as otherwise provided therein.

7.2 Preparation of Preliminary Schedule. Within ten (10) days after the later of (i) the Effective Date of this Agreement or (ii) the completion of Architect's Preliminary Design, and taking into account Owner's desired Phases Substantial Completion Date as well as Architect's schedule for completion of the Design for Construction, Construction Manager shall provide to Owner's Representative and the Architect, in a summary form, a proposed schedule for the completion of the Project including milestone dates appropriate to the Project but at a minimum including dates for completion of the Design for Construction, applicable permitting requirements, long lead time items to be acquired by Owner or others, site work, work by major trades, fabrication and installation of all systems, Substantial Completion of Phase One of the Project, testing, and start-up (the "Preliminary Schedule"). The Preliminary Schedule shall be subject to Owner's approval. Construction Manager shall update the Preliminary Schedule monthly throughout the remainder of the Design Phase, but the Phase One Substantial Completion Dates shall not be changed except by Change Order.

7.3 Preparation of Construction Schedule. Prior to the commencement of the Construction Phase, Construction Manager shall provide to Owner's Representative and the Architect a detailed schedule for performance of all of the Work (the "Construction Schedule"). The Construction Schedule shall be in such form as Owner may require, shall utilize the critical path method of scheduling, and shall conform to the established Phase One Substantial Completion Dates. The Construction Schedule shall coordinate and sequence all activities and performance by all participants in the construction of the Project, including Owner, Construction Manager, Architect and Subcontractors. The Construction Schedule shall identify those activities and events which are on the critical path. The Construction Schedule shall be subject to Owner's approval. In addition to, and not in limitation of, any other requirements of this Agreement, the Construction Manager shall comply with the requirements of Exhibit "B," Minimum Requirements for

Construction Manager's Construction Schedule, attached hereto and incorporated herein by reference.

7.4 Updating of Schedules. Construction Manager shall update the Construction Schedule on a monthly basis throughout the construction of the Project to reflect accurately Services performed and Work accomplished and to be accomplished. Such updates of the Construction Schedule shall be furnished to Owner's Representative monthly along with the Monthly Report required by this Agreement. Such updates shall detail all elements of Project progress and shall identify any delays relating to any activity on the critical path of the Project, the cause and extent of same, the projected impact on Substantial Completion of the Project by the Phase One Substantial Completion Date, and steps being taken and recommendations for eliminating or reducing the extent of such delays.

7.5 Owner's Approval of Preliminary and Construction Schedules. Upon Owner's written approval of the Preliminary Schedule and the Construction Schedule, Construction Manager may proceed in accordance therewith; however, Owner's approval of any schedule shall only indicate Owner's acknowledgment of the dates contained therein and shall not constitute ratification or approval of the accuracy, adequacy or logic of such schedule or of the means, methods, manner or sequence of work contained in such schedules. Owner's approval of the Preliminary Schedule or any Construction Schedule shall in no way diminish Construction Manager's duties to schedule and coordinate the Work, which shall remain Construction Manager's sole responsibility, and shall not diminish or excuse Construction Manager's duties to perform its Services in a manner so as to achieve timely completion of the Project. In no event shall updates to the Preliminary Schedule or the Construction Schedule provided by Construction Manager, whether or not objected to or approved by Owner, constitute evidence of an adjustment in the Phase One Substantial Completion Date or Construction Manager's compensation hereunder.

7.6 Expediting to Maintain Schedule. Construction Manager, at its sole expense, shall take all reasonable steps to expedite performance of any activity, contract, delivery, or inspection where necessary to mitigate any delay caused by Construction Manager or its subcontractors or any other parties for whom Construction Manager may be responsible, to maintain the Preliminary or Construction Schedules, and to achieve Substantial Completion by the Phase One Substantial Completion Date.

7.7 Liquidated Damages. Construction Manager acknowledges and agrees that time is of the essence to this Agreement and that if completion and delivery of the Project to Owner is delayed, Owner will suffer damages which are difficult, if not impossible, to accurately quantify. Accordingly, if Construction Manager fails to achieve the Substantial Completion, as required by this Agreement, Construction Manager shall be liable to Owner for liquidated damages for unexcused delay as provided herein.

7.7.1 For Delay In Substantial Completion. Construction Manager shall pay Owner for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the Phase One Substantial Completion Date, or both, the sum indicated at Exhibit "C" attached hereto and by reference made a part hereof, based on the ratio of the cost of the Work (which shall include all Design Phase Compensation and all Construction Phase Compensation) for Phase One as applicable, to the GMP. Any sums due and payable hereunder by Construction Manager shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. When Owner reasonably believes that Substantial Completion of Phase One will be

inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Construction Manager an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Construction Manager overcomes the delay in achieving Substantial Completion of Phase One or, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Construction Manager those funds withheld, but no longer applicable, as liquidated damages.

7.7.2 For Delay in Final Completion. If Construction Manager fails to achieve Final Completion of Phase One within thirty (30) days after the respective Substantial Completion of Phase One, Construction Manager shall pay Owner one-tenth (1/10) of the sum indicated at Exhibit "C" per day for each and every calendar day of unexcused delay in achieving Final Completion, based on the ratio of the cost of the Work (which shall include all Design Phase Compensation and all Construction Phase Compensation) for Phase One as applicable, to the GMP. Any sums due and payable hereunder by Construction Manager shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. When Owner reasonably believes that Final Completion of Phase One will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Construction Manager an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Construction Manager overcomes the delay in achieving Final Completion of Phase One for which Owner has withheld payment, Owner shall promptly release to Construction Manager those funds withheld, but no longer applicable, as liquidated damages.

ARTICLE 8

PROCUREMENT OF SUBCONTRACTS, MATERIALS, AND SERVICES

8.1 Bidding and Contract Award. Construction Manager shall provide all necessary Services related to the bidding of Subcontracts for the construction of the Project, including: (a) preparing lists of prospective bidders; (b) preparing appropriate bid documents, including proposed forms of contract and purchase orders; (c) establishing bid schedules; (d) advertising for bids and developing bidder interest; (e) furnishing information concerning the Project to prospective bidders; (f) conducting pre-bid conferences; (g) receiving and analyzing bids and making recommendations to Owner regarding bid awards; (h) investigating the acceptability and responsibility of sub-subcontractors or suppliers proposed by any Subcontractor and advising Owner of such evaluations; (i) negotiating with Subcontractors concerning any matter related to the Project; and (j) such other services required by Owner with respect to the bidding process.

8.2 Approval of Subcontractors. Construction Manager shall not subcontract for any part of the Services or Work with any Subcontractor or consultant (including affiliates and subsidiaries of Construction Manager) who is not properly licensed or against whom Owner has a reasonable objection. Construction Manager shall provide Owner's Representative with such written information as Owner deems necessary in order to determine whether to object to the Construction Manager's hiring of any Subcontractor or consultant, including proof of license. If no objection is interposed by the Owner within eight (8) days of its receipt of such information, Owner shall be deemed to have no such objection and Construction Manager may execute such Subcontract and shall furnish Owner a copy of same.

8.3 Subcontract Requirements. All Subcontracts shall afford Construction Manager rights against its Subcontractors which correspond to the rights afforded to Owner against

Construction Manager herein, including those rights of contract suspension, termination, replacement of unsatisfactory personnel at Owner's request, and documentation of Subcontractor charges as set forth herein. Except as otherwise approved by Owner in writing, or as otherwise required by applicable law, all Subcontracts shall provide for the retention of ten percent (10%) of amounts earned under the Subcontracts ("Subcontract Retainage"), and Owner shall not be responsible for releasing, paying, or compensating Construction Manager any amount on account of such Subcontract Retainage until such time as specified by this Agreement for release of retainage.

8.4 Coordination of the Subcontracts. Neither Owner nor Architect assumes any responsibility for defining the limits on any Subcontracts on account of the arrangement of the specifications or plans. As part of the bidding and award of Subcontracts, Construction Manager shall ensure that the Subcontracts are coordinated so that all of the Work is properly and clearly allocated among, and assigned to, Construction Manager and Subcontractors without omission, conflict, or duplication. Construction Manager shall carefully review all Subcontracts to ensure: (a) that all subcontracted parts of the Work are assigned to appropriate Subcontractors; (b) that, unless provided for by Construction Manager, provisions are made for temporary facilities and utilities necessary for the performance of the Work and for Project site facilities necessary for Construction Manager, Owner, and Architect to perform their duties in the management, inspection, and supervision of the Work; (c) that responsibility for Project safety programs is properly assigned; (d) that they are in compliance with Applicable Laws; and (e) that they are in compliance with Owner's Construction Managers' guidelines, if any.

8.5 Competitive Procurement. Unless otherwise directed by Owner, Construction Manager shall use competitive procurement methods in conformance with Owner's procurement policies and the rules and regulations of the State of Georgia.

8.6 Construction Manager Responsible For Acts of Subcontractors. Construction Manager's subcontracting of the Services or the Work, and Owner's consent and approval of Construction Manager's subcontracting with any Subcontractor, shall not relieve Construction Manager from any liability or obligation under the Contract Documents or under any Applicable Laws. Construction Manager shall be responsible to Owner for any and all acts, defaults, omissions or negligence of its Subcontractors and consultants. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor or consultant of Construction Manager, and a provision to this effect shall be inserted into all Subcontracts and other agreements between Construction Manager and its Subcontractors and consultants. In no event shall Owner be liable to any of Construction Manager's Subcontractors for Work performed by such Subcontractor on behalf of the Construction Manager or for the Project. Architect will not be asked to resolve disputes between Construction Manager and any Subcontractor or disputes between Subcontractors.

8.7 Copies of Bids. Construction Manager shall provide copies of all bids to Owner's Representative.

8.8 Procurement of Special Services. Construction Manager shall schedule and coordinate services from surveyors, testing laboratories, and other special consultants required for the completion of the Work.

8.9 Orders of Materials And Equipment. Subject to Applicable Laws, Construction Manager shall, in accordance with Owner's procurement policies or, if approved in writing by

Owner's Representative, Construction Manager's procurement policies, schedule, coordinate, expedite, and effect the purchase and delivery to the Project site of materials and equipment required to be provided by Construction Manager pursuant to the Contract Documents. Construction Manager shall perform expediting and inspection services after the placement of all such orders.

8.10 Procurement of Materials and Equipment on Owner's Behalf. Construction Manager shall be responsible for scheduling and coordinating, and if requested by Owner's Representative, for purchasing and for arranging appropriate delivery, storage, and security for, all materials, furnishings, tools, fixtures, computers, and equipment to be furnished by Owner under the terms of the Contract Documents for use in performance and completion of the Work. The purchase price and transportation and storage costs associated with such items shall be borne by Owner, and shall not be counted against the GMP.

ARTICLE 9

CONSTRUCTION ADMINISTRATION

9.1 Construction Manager to Enter Into Subcontracts. Construction Manager shall enter into Subcontracts with Subcontractors for the performance of those portions of the Work not performed directly by the Construction Manager. Construction Manager shall protect Owner's interests during the performance of such Subcontracts and shall monitor and secure strict performance by the Subcontractors of all duties and obligations contained in the Subcontracts. Construction Manager shall promptly notify Owner's Representative in writing of any material breach by a Subcontractor and shall take all necessary steps to remedy such breach and to minimize the effect of such breach on the timely and proper completion of the Work, all at no additional cost to the Owner.

9.2 Scheduling and Coordinating Construction. Construction Manager shall be responsible for scheduling, coordinating, assigning work areas, and sequencing the Work to be performed and for coordinating same with Architect's services and with Owner's activities and ongoing operations and any work that may be performed by Owner's own forces or Other Contractors, in a manner so as to substantially complete the Work by the Substantial Completion Date. Construction Manager shall perform all Services required under the Contract Documents in an expeditious fashion.

9.3 Preconstruction Conference. At an appropriate time after execution of Subcontracts, Construction Manager shall conduct a preconstruction conference and shall review with Architect and the Subcontractors any special requirements of Owner with respect to the Work, including Project access, safety requirements, Construction Manager guidelines, contract procedures, scheduling, requests for payment, Submittals, Change Orders, inspections, and any and all other matters relevant to the performance of Construction Manager, Architect, and the Subcontractors. Construction Manager shall prepare and furnish to Owner's Representative, Architect, and Subcontractors, within three (3) working days after the preconstruction conference, detailed minutes of such conference.

9.4 Confirmation of Insurance. Construction Manager shall timely procure and review all insurance certificates and policies required by the Contract Documents and the Subcontracts and provide copies of same to Owner's Representative. Construction Manager shall immediately cure and correct any failure of any Subcontractor or other person to comply and remain in

compliance with the insurance requirements of the Contract Documents and the Subcontracts. Construction Manager shall not permit any Subcontractor to enter the Project site or perform any Work relating to the Project unless such Subcontractor is and remains insured in accordance with the insurance requirements set out in the Contract Documents and the Subcontracts.

9.5 Review and Approval Of Subcontractor Schedules Of Values. Construction Manager shall procure, and carefully review, all schedules of values from each Subcontractor, together with any supporting documentation or data which Owner or Construction Manager may require from the Subcontractors. The purpose of such review and examination shall be to protect Owner from front-end loading and an unbalanced schedule of values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or than is reasonable under the circumstances. If any Subcontractor schedule of values is found not to be appropriate, or if the supporting documentation or data is deemed to be inadequate, Construction Manager shall negotiate with the Subcontractor to establish a balanced schedule of values. After making its review and examination, if the Subcontractor schedules of values are found by Construction Manager to be appropriate as submitted, or if necessary, as revised, Construction Manager shall sign and deliver same to Owner's Representative thereby indicating Construction Manager's informed belief that such schedules of values constitute a reasonable, balanced basis for payment to the Subcontractors. Construction Manager shall not sign a Subcontractor schedule of values in the absence of such belief unless directed to do so, in writing, by Owner's Representative.

9.6 Commencement of Construction. Upon receipt from Owner of a written notice to proceed with construction, and not before, Construction Manager shall commence performance of the Construction Phase of the Project and shall prepare and issue written notices to proceed to Subcontractors, as appropriate.

9.7 Supervision of Subcontractors. Construction Manager shall maintain a continuous presence on the Project site at all times during the Construction Phase of the Project through the provision of sufficient qualified supervisory and other personnel to perform the Services and obligations of this Agreement. Construction Manager shall continually supervise its own forces and its Subcontractors in a first-class manner. Construction Manager shall determine the adequacy of personnel, labor, materials, equipment and direct supervision provided by Subcontractors and shall monitor their compliance with the Construction Schedule.

9.8 Job Progress Meetings. Construction Manager shall conduct meetings at least weekly, and at such additional times as the needs of the Project or good construction management practice may require, with the Subcontractors, and if necessary with Architect, for the purpose of discussing all matters relating to the quality, quantity, and progress of the Work. Construction Manager shall within three (3) working days after each meeting prepare and distribute minutes of such meeting to Owner's Representative, the participants, and others who should reasonably be informed of the meetings.

9.9 Requests for Information and Interpretation. In cooperation with Architect, Construction Manager shall promptly provide information and interpretations to Subcontractors as necessary for the execution of the Work and shall expedite same where necessary to maintain the Construction Schedule. Where appropriate, Construction Manager shall transmit to Architect, with a copy to Owner's Representative, requests for information or interpretation from itself or made by any Subcontractor regarding the intent and meaning of the Design for Construction. Construction Manager shall maintain a log of all requests for information and interpretation (the "Request Log"),

recording (a) the date each request was made; (b) the date the request was transmitted to Architect and Owner's Representative; (c) the date of receipt of the response to the request; and, if applicable, (d) the date the response to the request was transmitted to the Subcontractor. Where requests for information or interpretation are forwarded to Architect, Construction Manager shall promptly review Architect's response and shall immediately, and prior to transmitting it to a Subcontractor, advise Owner's Representative in writing if Construction Manager disagrees with Architect's response thereto and seek Owner's Representative's direction.

9.10 Submittals. Utilizing Building Information Modeling (BIM) Clash Detection techniques, the Construction Manager shall procure, review, and indicate its approval (or require re-submission if necessary) prior to forwarding to Architect and Owner each submittal required by the Contract Documents, including shop drawings, product data, samples, catalogues, and other submittals (collectively, "Submittals"). Approval by Construction Manager of Submittals shall constitute Construction Manager's representation to Owner that such Submittals are in conformance with the requirements of the Contract Documents. The review and approval required by this paragraph shall be completed with reasonable promptness, and expedited where necessary, so as to cause no delay to the Subcontractors, Architect, or the Project. Construction Manager shall also maintain a detailed log (the "Submittal Log"), reflecting: (a) the date, where applicable, the Subcontractors submit to Construction Manager, and that Construction Manager submits to Architect, each Submittal; (b) the date of approval or rejection of each Submittal by Construction Manager or Architect; (c) the reason for the rejection of any Submittal; and (d) the date of each subsequent action by Construction Manager, Architect, Owner, or Subcontractors with respect to any Submittal. Construction Manager shall immediately report to Owner's Representative in writing any substantial delays in the Submittal process and the cause thereof and shall take appropriate steps to coordinate and expedite the Submittal process. The Architect's review of submittals shall not relieve the Construction Manager from its obligation for performance of the Work in strict compliance with the Contract Documents.

9.11 Liens and Subcontractor Payments. Construction Manager shall promptly pay when due all indebtedness for labor, materials, services, tools, and equipment, and for any other items used in the performance of the Work. Construction Manager shall not permit any notice of lien or charge to attach to the Work or the premises upon which the Work is being performed. If any lien does so attach, Construction Manager shall promptly procure its discharge and hold Owner harmless from any losses, costs, damages, or expenses (including attorneys' fees) incidental thereto.

9.12 Labor Relations. Construction Manager shall develop and implement a coordinated plan for labor relations to avoid labor disputes and to provide for the uninterrupted and efficient construction of the Project in accordance with applicable schedules and Owner's budgetary requirements. Construction Manager shall comply, and shall require all Subcontractors to comply, with Applicable Laws relating to the terms and conditions of employment of any employee who is employed in connection with the Project.

9.13 Protection of Persons And The Work. Construction Manager shall at all times take, or require to be taken, all necessary steps required to safeguard Owner's property and employees and students from injury or loss in connection with the performance of the Work and the Services. Construction Manager shall take, or require to be taken, all necessary steps to protect Owner's equipment, adjacent facilities, apparatus, and other property and all adjacent Work and property, including, but not limited to, the use of shoring, boarding, and other safeguards. Where the Work endangers the safety of pedestrians and drivers, barricades for traffic shall be used. Construction

Manager shall keep Owner's property and the Work reasonably free from dampness, dirt, dust, and other damage and shall provide all reasonable security measures necessary to protect the Project from the elements, vandalism, theft, and other risks of property loss. All temporary protections shall be removed by Construction Manager upon completion of the Work.

9.14 Demolition, Removal of Materials And Burning. The use of explosives will not be permitted. The procedure proposed for the accomplishment of any required demolition work shall be submitted to Architect and Owner's Representative for approval. The procedure shall provide for safe conduct of the work, careful removal and disposition of materials, protection of property which is to remain undisturbed and coordination with other Work in progress. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations. All materials indicated to be removed shall be disposed of off the Owner's property. The use of burning at the Project site to dispose of refuse and debris is not permitted. Construction Manager shall control the amount of dust resulting from the operations to prevent the spread of dust from creating a nuisance in the surrounding area.

9.15 Site Limitation. Construction Manager shall obtain Owner's Representative's written authorization before establishing staging or "lay-down" areas.

9.16 Corrective Work. Construction Manager shall correct and complete all defective or incomplete Work. Such corrective Work shall be coordinated with, and performed in a manner to minimize disruption to, Owner's personnel, facilities, students, and operations.

9.17 Review and Analysis Of Claims. Construction Manager shall review and study all claims for additional compensation or requests for extensions of time submitted by the Subcontractors. Construction Manager shall assemble and provide timely to Owner's Representative the pertinent documentation relating to any such claims, consult with Owner's Representative regarding the claims, and take such action thereon as Owner's Representative may direct.

9.18 Fines. Construction Manager expressly understands and agrees that any fines levied on, or costs incurred by Construction Manager or fines or costs incurred by Owner due to Construction Manager's means and methods of performing the Work hereunder (and not in connection with errors/omissions in the Contract Documents) for traffic violations, OSHA violations, or other violations of the law (collectively, the "Violations") are to be borne by Construction Manager, and thus shall not be a cost of work, and shall not constitute a compensable adjustment or change to the Contract, unless the fines are for violations related to Work performed in compliance with the Contract Documents and the Standard of Care. Construction Manager hereby waives its right to receive compensation for any and all damages arising out of or related to fines for any Violations except to the extent that any such Violations result solely from the gross negligence or willful misconduct of the Owner. Construction Manager further agrees that in the event that any fines are levied against Owner for any Violations for actions attributable to Construction Manager, Owner shall have the right to offset such amounts from payments otherwise due Construction Manager.

ARTICLE 10

UNCOVERING AND CORRECTING WORK

10.1 Uncovering Work Covered Contrary To Directions. If any of the Work is covered contrary to the request of Owner's Representative or the Architect, or contrary to any provision of the Contract Documents, said Work shall, if required by Owner's Representative or the Architect, be uncovered for inspection and shall be properly replaced at Construction Manager's expense without change in the Phase One or Substantial Completion Date, or the GMP.

10.2 Option To Order Work Uncovered. If the Contract Documents permit the Work to be covered and neither Owner's Representative nor the Architect has requested that the Work not be covered, the Architect and Owner's Representative may nevertheless require that such Work be uncovered for inspection. If such Work conforms strictly with the Contract Documents, the cost of uncovering and proper replacement shall by Change Order be charged to Owner with an appropriate adjustment to the GMP, and the Phase One or Substantial Completion Date, or both. If such Work does not strictly conform with the Contract Documents, Construction Manager shall pay the cost of uncovering and proper replacement without adjustment to the GMP, or the Phase One or Substantial Completion Date.

10.3 Correction of Defective Work. Construction Manager shall immediately proceed to correct Work rejected by Owner's Representative or by the Architect as defective or failing to conform to the Contract Documents, unless such Work is accepted in accordance with paragraph 10.6 below. Construction Manager shall bear all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections and any fees and expenses of the Architect made necessary thereby, without adjustment to the GMP, or the Phase One or Substantial Completion Date.

10.4 Correction During One Year Following Completion. If within one (1) year after Final Completion any of the Work is found to be defective or not in strict accordance with the Contract Documents, Construction Manager shall correct such Work promptly upon receipt of written notice from Owner. This obligation shall survive Final Payment by Owner and termination of this Agreement.

10.5 No Period of Limitation Established. Nothing contained in paragraph 10.4 shall establish any period of limitation with respect to Construction Manager's other obligations and warranties under the contract, including, without limitation, Article 3. Establishment of the one-year time period in paragraph 10.4 above relates only to Construction Manager's specific duty to correct or complete the Work.

10.6 Owner's Option to Accept Defective Work. Owner may, at its sole discretion, choose to accept defective or nonconforming Work. Such acceptance shall not be effective unless specifically and expressly stated in writing by Owner's Representative. In such event, the GMP shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Work, regardless of whether Final Payment has been made or the defective Work replaced or corrected, the intent being that Owner may use such funds to remedy such defects at a time and in a manner convenient to Owner. If the unpaid portion of the GMP, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Work, Construction Manager shall, upon written demand from Owner, pay Owner any shortfall of compensation for accepting defective or nonconforming Work.

ARTICLE 11

INSPECTIONS AND CERTIFICATIONS OF COMPLETION

11.1 Inspection of Work. Construction Manager shall, on a continuous basis as a part of its day-to-day supervision of the Project, inspect the Work to ensure that the quality, quantity and progress of the Work meets the requirements of the Contract Documents. In making such inspections, Construction Manager shall reject Work that is defective or deficient, take steps to avoid unexcused delays in the performance of the Work, and protect Owner from overpayment.

11.2 Standard of Construction and Identification of Defective Work. Construction Manager shall cause the Project to be constructed in strict compliance with the requirements of the Contract Documents and Applicable Laws. Construction Manager acknowledges that strict compliance is a more exacting standard than substantial compliance and Construction Manager agrees that its fee takes into consideration the more exacting standard. Owner will not accept Work which fails to comply with such standards, unless the departure from such standards is specifically identified to, and thereafter authorized in writing by, Owner's Representative. Unless so authorized by Owner's Representative, Construction Manager shall correct all Work that does not meet the requirements of the Contract Documents and Applicable Laws.

11.3 Equipment and Other Items. When instructed by Owner's Representative, Construction Manager shall schedule and perform factory testing and shop inspections of equipment, fixtures, furnishings, and other items. Such testing and inspections shall be performed at times appropriate to the stage of fabrication, construction, installation, and testing of such items. Construction Manager shall notify Owner's Representative prior to each such testing or inspection, and Architect and Owner's Representative or his designee shall be entitled to accompany Construction Manager for such testing and inspections.

11.4 Inspection Upon Arrival, During Installation, and After Installation. Upon arrival of any materials, supplies, systems, equipment, fixtures, furnishings, and other items at the Project site, whether procured by Construction Manager, Owner, or Architect, Construction Manager shall inspect such items for damage, for compliance with the Contract Documents and for compliance with all shipping documents and shall arrange for the proper storage and security of such items. Construction Manager shall also provide for and monitor the proper and timely installation of all such items on the Project. After such items are installed or made ready for use, Construction Manager shall again inspect all such items for damage and shall arrange for and monitor testing of all such items for compliance with the Contract Documents and readiness for use on the Project. If damage is discovered, Construction Manager shall immediately notify, in writing, the supplier, shipper, and Owner's Representative of such damage and shall lodge and pursue all appropriate claims associated with such damages.

11.5 Punch Lists and Correction Of Defective Work. Construction Manager shall, with the assistance of Owner and Architect, prepare and enforce punch lists and other itemizations of defective, deficient, or incomplete Work. Construction Manager shall report to Owner's Representative in its Monthly Reports its progress in correcting and completing such defective, deficient, or incomplete Work.

11.6 Construction Manager's Observation of Testing And Start-up. Construction Manager shall schedule (and notify Owner's Representative of such schedule), coordinate, and

observe the testing and start-up of all utilities, systems, fixtures, and other equipment and shall report the results of same to Owner's Representative in writing.

11.7 Transfer of The Work and the Project to Owner. Construction Manager shall provide assistance to Owner in the transfer of the completed Project, and all portions thereof, to Owner. Such assistance shall include procuring certificates of ownership, titles and warranties, procuring keys to the Project, operations and maintenance manuals and instructions, procuring supplies, start-up of Project systems, transferring Project security, arranging for training Owner in the operation and maintenance of all systems and components of the Project, and such other matters as may relate to Owner's initial occupation, possession, and use of the Project or any part thereof.

11.8 Substantial Completion of The Phases. When Construction Manager believes that Substantial Completion of Phase One or , or a designated part thereof, has been achieved, it shall notify Architect and Owner's Representative in writing and request an inspection for certification of Substantial Completion. Construction Manager shall thereafter meet on site with Owner's Representative and Architect to determine whether Substantial Completion of that Phase, or the designated part thereof, has in fact been achieved. Construction Manager's written request for such inspection shall constitute a representation by Construction Manager to the Owner that Construction Manager has made all inspections of the Work required by the Contract Documents and that, to the best of Construction Manager's information and knowledge, the Work has been performed in strict compliance with, and the quality of the Work meets or exceeds the requirements of, the Contract Documents. If Owner's Representative and Architect agree that Substantial Completion of that Phase, or the designated part thereof, has been achieved, they shall execute a Certificate of Substantial Completion. If Owner's Representative and Architect, upon inspection, conclude that Substantial Completion has not been achieved and that reinspection will be necessary, Construction Manager shall bear all costs of same.

11.9 Final Completion of The Project. When Construction Manager believes that Final Completion of the entire Project has been achieved, it shall notify Architect and Owner's Representative in writing and request an inspection for certification of Final Completion of the Project. Construction Manager shall thereafter meet on site with Owner's Representative and Architect to determine whether Final Completion of the Project has in fact been achieved. Construction Manager's request for such inspection shall constitute a representation by Construction Manager to Owner that Construction Manager has made all inspections of the Work as provided in the contract and that, to the best of Construction Manager's knowledge and belief, all the Work has been completed in strict compliance with the Contract Documents and that the quality of the Work meets or exceeds the requirements of the Contract Documents. If Owner's Representative and Architect agree that Final Completion of the Project has been achieved, they shall execute a Certificate of Final Completion of the Project. If Owner's Representative and Architect, upon inspection, conclude that Final Completion has not been achieved and that reinspection will be necessary, Construction Manager shall bear all costs of same.

ARTICLE 12

PROJECT DOCUMENTATION

12.1 Basic Project Documentation. Construction Manager shall maintain the following documents on behalf of and for the use of Owner: (a) a complete set of current Subcontracts and Contract Documents, including a current set of drawings, specifications, Change Orders and modifications reflecting product and materials selections and as-built conditions on the Project; (b)

all shop drawings, samples, product data, and other Submittals; (c) a clean set of the principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations certified by a qualified surveyor or engineer; (d) all required insurance certificates from Subcontractors; and (e) all other documents required by this Agreement.

12.2 Daily Log. Construction Manager shall maintain a log of daily reports ("Daily Log") which shall identify daily weather conditions and any impact on the Work caused thereby, Construction Manager's personnel on site, all Subcontractors working each day and the number of employees of each on the Project, the Work accomplished each day, any equipment failures or breakdowns, any procurement or delivery problems, any job site accidents or injuries, any safety or environmental violations, warnings or citations, and any other events, circumstances, or occurrences impacting the progress or cost of the Project.

12.3 Monthly Reports. Each month Construction Manager shall prepare and submit to Owner's Representative a written report detailing the progress of the Project (the "Monthly Report"). The Monthly Report shall contain Construction Manager's estimate of percentage of completion of the Project and each element thereof, identify any and all delays to the Project and the cause and extent thereof and describe the remedial measures being taken to overcome such delays, identify any defective or deficient Work installed during the preceding month and describe the remedial measures being taken to correct the defective or deficient Work, identify any outstanding requests for information or clarification, requests for interpretation, change order requests, questions, or other matters requiring the response of either Owner, Construction Manager, Architect, or a Subcontractor and shall include any and all other information required to fully inform Owner of the status of the Project and the performance of Construction Manager, Architect, and Subcontractors. The Monthly Report shall include the Construction Schedule updates, updated cash flow forecasts, and updated comparisons of actual and estimated construction costs to the GMP and the Construction Cost Estimates as required by the terms of this Agreement.

12.4 Review and Assignment Of Warranties. Construction Manager shall obtain and shall transmit to Owner's Representative all special product, system, equipment, or material warranties required by the Contract Documents and the Subcontracts. Construction Manager shall review all such warranties to confirm that the warranties are in compliance with the requirements of the Contract Documents and Subcontracts. By execution of this Agreement, Construction Manager hereby assigns to Owner all of Construction Manager's rights, title, and interest in and to any and all warranties, including Uniform Commercial Code warranties, that Construction Manager receives or is entitled to receive from any Subcontractor or supplier in connection with the Project.

12.5 Operations and Maintenance Documentation. Construction Manager shall obtain and transmit to Owner's Representative all documentation required by the Contract Documents regarding the operation and recommended maintenance programs relating to the various elements of the Project. Such documentation shall be furnished to Owner's Representative in uniform three-ring binders labeled with the Project name and number.

12.6 Review And Approval Of As-Built Drawings. Construction Manager shall provide as-built drawings and shall confirm to Owner that such drawings are adequate and complete and in compliance with the requirements of the Contract Documents.

12.7 Availability of Project-Related Records To Owner. All records relating directly or indirectly to the Project which are in the possession or control of Construction Manager shall be made available to Owner, its designee, and any governmental authority for audit, inspection, and

copying upon request of Owner's Representative. Such records include, without limitation: all drawings, specifications, Submittals, subcontractor bids, the Daily Log, correspondence, the Request Log, the Submittal Log, minutes, memoranda, tape or videotape recordings, or other writings or things which document the Project, its design, and its construction.

12.8 Maintenance of Project-Related Records. Construction Manager shall maintain and protect all Project-related records, other than those required to be returned to Owner, for no less than six (6) years after Final Completion of the Project and for any longer period of time as may be required by law or good construction management practice.

12.9 Project Videotapes and Photographs. If at any time requested by Owner's Representative, Construction Manager shall, at Owner's expense, record periodic narrated videotapes or take photographs depicting progress of the Work. Any specific safety or environmental incidents are to be videotaped at the time of the incident without waiting for Owner authorization. All videotapes and photographs shall be submitted to Owner's Representative on a weekly basis.

ARTICLE 13

OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

13.1 Provide Project Information. Owner shall provide Construction Manager with adequate information regarding Owner's requirements for the Project including any desired or required design or construction schedule, any budgetary requirements, and an adequate number of complete sets of the Design for Construction.

13.2 Review of Documents. Owner shall review any documents submitted by Construction Manager requiring Owner's decision and shall render any required decisions pertaining thereto.

13.3 Access to The Site And The Work. Owner shall provide Construction Manager access to the site and to the Work as necessary for Construction Manager to perform the requirements of the Contract Documents.

13.4 Secure Permits, Licenses, Approvals, And Authorizations. Owner shall secure all necessary licenses, permits (other than building and other permits required for construction of the Project), approvals or other necessary authorizations of governmental authorities for the construction and operation of the Project; provided, however, that Construction Manager shall obtain and maintain all licenses, permits and other authorizations necessary to act as the construction manager for the Project.

13.5 Timely Performance. Owner shall perform those duties set forth in this Article in a timely fashion so as to permit the orderly progress of Construction Manager's Services and the Work.

13.6 Owner's Reviews, Inspections, Approvals, and Payments. Owner's review, inspection, or approval of any design document, Work, or any documents prepared or submitted by Construction Manager shall be solely for the purpose of determining whether such Work and such documents are generally consistent with Owner's construction program and requirements, and Construction Manager understands that Owner is relying on Construction Manager to assure

strict compliance with the Contract Documents. No review, inspection, or approval by Owner of such Work or documents shall relieve Construction Manager of its responsibility for the strict performance of its obligations under the Contract Documents or for the accuracy, adequacy, fitness, suitability, or coordination of its Services and work product. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or Subcontract shall not relieve Construction Manager of responsibility for the strict performance of its obligations under the Contract Documents. Payment by Owner shall not constitute a waiver of any of Owner's rights under the Contract Documents or at law, and Construction Manager expressly accepts the risk that defects in the Services or in the Work, if any, may not be discovered until after payment, including Final Payment, is made by Owner.

13.7 Non-Waiver. Owner's failure to exercise any right or remedy hereunder or to require strict compliance with any obligation of Construction Manager under the Contract Documents shall not constitute a waiver or an estoppel of the right to exercise such right or remedy or to insist on such compliance at any other time or on any other occasion.

13.8 Hazardous Materials. The Construction Manager is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Construction Manager encounters a hazardous material or substance that is not the responsibility of the Construction Manager as part of its Work and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to lead, asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

13.8.1 Upon receipt of the Construction Manager's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Construction Manager has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Construction Manager. By Change Order, the Contract Time shall be extended appropriately and the GMP shall be increased in the amount of the Construction Manager's reasonable additional costs of shut-down, delay and start-up.

13.8.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Construction Manager, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

13.8.3 The Owner shall not be responsible for materials or substances the Construction Manager brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Construction Manager's fault or negligence in the use and handling of such materials or substances.

13.8.4 The Construction Manager shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Construction Manager brings to the site and negligently handles, or (2) where the Construction Manager fails to perform its obligations, except to the extent that the cost and expense are due to the Owner's fault or negligence.

ARTICLE 14

PAYMENT TO CONSTRUCTION MANAGER

14.1 Basis of Compensation. Owner shall pay, and Construction Manager shall accept, as full and complete compensation for Construction Manager's assumption and performance of all duties, obligations, Services and Work required by the Contract Documents, the combined sum of Pre-Construction Phase Compensation plus Construction Phase Compensation, as defined herein; provided, however, that such combined sum shall not exceed the Guaranteed Maximum Price set forth in paragraph 14.2.

14.1.1 Pre-Construction Phase Compensation. Owner shall pay Construction Manager Compensation consisting of: the Reimbursable Expenses Construction Manager incurs in performance of Pre-Construction Phase Services, plus the Phase Fee; provided, however, that the total of such Reimbursable Expenses and the Phase Fee shall not exceed _____. The Pre-Construction Phase Compensation shall be deemed to include, without limitation, such items as overhead, profit and all expenses incurred in performance of the Pre-Construction Phase Services.

14.1.2 RESERVED

14.1.3 Construction Phase Compensation. For Construction Manager's performance of the Work and all Construction Phase Services in strict conformance with the Contract Documents, and subject to the GMP, Owner shall pay Construction Manager "Construction Phase Compensation" consisting of: Subcontract Costs, plus Reimbursable Expenses incurred in performance of Construction Phase Services and the Work, plus the Construction Phase Fee. The Construction Phase Compensation shall be deemed to include, without limitation, such items as overhead, profit and all expenses incurred in performance of the Work and all Construction Phase Services.

14.1.4 Construction Phase Fee. The "Construction Phase Fee" shall be _____ percent (____%) of the Subcontract Costs plus Reimbursable Expenses incurred in performance of Construction Phase Services and the Work. The Construction Phase Fee shall be invoiced and paid in accordance with paragraphs 14.4 and 14.7; provided, however, that at no time shall the cumulative percentage of the Construction Phase Fee invoiced or paid exceed the cumulative percentage of the Work actually completed, as measured against the Construction Manager's schedule of values and as certified by Architect.

14.2 Guaranteed Maximum Price. Within twenty-eight (28) days after the Architect's completion of the Design for Construction, Construction Manager shall submit to the Owner a proposed GMP. If and when accepted by Owner, and subject to the Construction Manager providing payment and performance bonds in accordance with Article 17, the proposed GMP shall become the GMP for the Project and shall be entered in subparagraph 14.2.1 herein and the Owner and the Construction Manager shall initial subparagraph 14.2.1. The GMP shall be the maximum amount that Construction Manager shall receive for achieving Final Completion in strict accordance with the Contract Documents and performance of all the Work and the Services required by the Contract Documents, including any and all amounts for any sub-phased Work as contemplated by Owner and Construction Manager in paragraph 7.1, and subject to additions and deductions by written Change Order. All Subcontract Costs, Reimbursable Expenses, or other costs of any kind incurred by Construction Manager in connection with the Project in excess of the GMP shall be paid by Construction Manager without reimbursement by Owner unless otherwise compensable by written Change Order pursuant to the Contract Documents. Should the combined sum of final Subcontract Costs, Reimbursable Expenses, Construction Phase Fee, and Design Phase Fee be less than the GMP, the resulting savings shall be allocated 100% to Owner.

14.2.1 Amount of GMP. The amount of the GMP shall be _____ (\$ _____). Any and all allowances, unit prices, clarifications, or limitations upon which the GMP is based are listed and identified in Exhibit "I." The Owner and Construction Manager shall initial this subparagraph 14.2.1 and Exhibit "I" when the Owner-accepted GMP is entered in the blanks in the immediately preceding sentence.

Owner:
Superintend initials: _____

Construction Manager:
Duly authorized officer's initials: _____

14.2.2 Lack of Agreement On GMP. In the event Construction Manager and Owner do not agree, in writing, on a GMP pursuant to paragraph 14.2 above, not later than 30 days after the submission of such proposed GMP by the Construction Manager, Construction Manager's performance under this Agreement shall, without any action required by either party, automatically terminate unless otherwise directed in writing by the Owner in its sole discretion. In the event of such termination, Owner's liability to Construction Manager shall be limited to that portion of the Design Phase Fee actually earned and the Reimbursable Expenses actually and reasonably incurred by Construction Manager in the performance of Design Phase Services up to the date of termination pursuant to this subparagraph 14.2.2; provided, however, that in no event shall the amount payable hereunder exceed the amount entered in subparagraph 14.1.1.

14.3 Schedule of Values. Construction Manager shall prepare and present to Owner's Representative within ten (10) days after commencement of the Construction Phase, a proposed schedule of values allocating all of the costs (which shall include all Subcontract Costs and Reimbursable Expenses to be incurred during the Construction Phase) among the different elements of the Work for Phase One and . The Construction Phase Fee and any contingencies shall be shown as separate items. Construction Manager's schedule of values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner's Representative may require to substantiate its accuracy. Construction Manager shall not front-end load its schedule of values by unbalancing it or by increasing any element thereof in excess of the actual cost, and such acts shall constitute a material breach of this Agreement. Construction

Manager's proposed schedule of values shall be used in determining the amounts payable to Construction Manager hereunder, but only after it has been acknowledged in writing by the Architect and the Owner's Representative. The schedule of values may be amended when so acknowledged in writing by Architect and Owner's Representative, as and when Subcontracts are awarded and reasonable schedules of values in connection with such Subcontracts are received and agreed upon by Construction Manager as provided by paragraph 9.5.

14.4 Form of Pay Requests and Backup Documentation. As soon as practicable after the last business day of each month, Construction Manager shall submit a notarized invoice to Owner's Representative, with a copy to the Architect, requesting payment ("Pay Request") for ninety-five percent (95%) of the Reimbursable Expenses and Subcontract Costs actually and reasonably incurred by Construction Manager and that portion of the Design Phase Fee, the Construction Phase Fee, or, if applicable, both, earned by Construction Manager, in the performance of Services and the Work during the preceding month. Any payment on account of stored materials or equipment will be subject to the Construction Manager providing written proof that the Owner has title to such materials or equipment and that they are suitably stored at the Project site and fully insured against loss or damages. Moreover, any sums approved for stored materials shall be at actual costs and shall not include markup by Subcontractors or subcontractors or Construction Manager's Fees. As used in the immediately preceding sentence, actual costs means costs charged by the manufacturer or the distributor for the manufacturer and the Pay Request shall include copies of invoices from the manufacturer or the distributor. At no time shall the cumulative sum invoiced or paid exceed an amount equal to the sum of: (i) the product of that portion of the GMP attributable solely to Design Phase Compensation multiplied by the cumulative percentage of completion of the Design for Construction, such percentage of completion to be determined by the Architect; plus; (ii) the product of that portion of the GMP attributable solely to Construction Phase Compensation multiplied by the cumulative percentage of the Work actually and satisfactorily completed, such percentage of completion to be measured against the Construction Manager's schedule of values and as certified by the Architect. Each Pay Request shall separately show the amounts of Construction Manager's Design Phase Fee and Construction Phase Fee being claimed in connection with such Pay Request and any amounts claimed in connection with a Change Order. Pay Requests shall also indicate Construction Manager's estimate of the percentage of completion of the Project and each element thereof according to the line items established in the schedule of values. Unless otherwise directed by Owner's Representative, Pay Requests shall be submitted electronically and bear the appropriate job numbers designated by Owner's Representative, to Architect and to Owner's Representative for approval. Pay Requests shall be in such form and accompanied by such documentation, including documentation in support of Subcontract Costs and Reimbursable Expenses, as Architect or Owner's Representative may require. Said documentation will need to be compiled and identified in the same order as the Schedule of Values. Each expense must clearly demonstrate that the costs requested reconcile with payment requests. Pay Requests and supporting documentation shall describe with reasonable particularity each Service rendered, the date thereof, the time expended in performing such Service, and the persons rendering such Service. Upon Architect or Owner's Representative's request, Construction Manager shall submit certified time sheets relating to such persons who have performed Services on the Project. All documents and records in the possession of Construction Manager and its Subcontractors relating to Reimbursable Expenses and Subcontract Costs shall be made available to Owner or its designee for audit, inspection and copying immediately upon request by Owner's Representative. Strict compliance with the requirements of this paragraph 14.4 shall be a condition precedent to any payment, including Final Payment, under this Agreement.

A Buy-out Log, aligned with the Schedule of Values, demonstrating the Actual versus Budgeted cost tied to the procurement of all goods and services the project requires, must accompany each of the Construction Manager's payment requests.

14.5 Claim Releases And Verified List Of Subcontractors. If requested by Owner, in Owner's sole discretion, each Pay Request shall be accompanied by Construction Manager's and Subcontractors' partial waivers of claim in the form attached hereto as Exhibit "D" for the full amount of the payments made through the date of the Pay Request and to be made under the current Pay Request and the Work covered thereby. Provision of such waivers of claim, when requested by Owner, shall be a condition precedent to Owner's duty to make payments to Construction Manager. Construction Manager's application for Final Payment shall be accompanied by final waivers of claim from Construction Manager and all Subcontractors in the form attached hereto as Exhibit "E" together with a verified list of all Subcontractors, including suppliers of materials and systems incorporated into the Work. Provision of such final waivers of claim and verified list shall be a condition precedent to Final Payment to Construction Manager.

14.6 Certification Relating To Pay Requests. Each Pay Request shall bear the signature of Construction Manager's project manager, which signature shall constitute Construction Manager's representation to Owner that the Services and the Work indicated in the Pay Request have progressed to the level represented, have been properly and timely performed as required herein, that no Work has been covered contrary to the request of the Owner's Representative or the Architect, or contrary to any provision of the Contract Documents, that the Reimbursable Expenses and Subcontract Costs claimed in the Pay Request have been actually, necessarily, and reasonably incurred, that all obligations of Construction Manager covered by prior Pay Requests have been paid in full, and that, to the best of Construction Manager's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to Construction Manager that payment of any portion thereof should be withheld. Submission of Construction Manager's Pay Request for Final Payment shall further constitute Construction Manager's representation to Owner that, upon receipt from Owner of the amount requested, all obligations of Construction Manager to others incurred in connection with the Project will be paid in full within seven (7) days of such receipt. In the event that Owner becomes informed that any of the foregoing representations by Construction Manager are wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Construction Manager until the inaccuracy, and the cause thereof, is corrected to Owner's reasonable satisfaction.

14.7 Payment of Pay Requests. Subject to the limits imposed by the GMP and other terms and conditions of the Contract Documents, and within 30 days of approval of Construction Manager's Pay Request by Owner, Architect and Owner's Representative and in no event later than 45 days after receipt of the Pay Request, Owner shall make payment to Construction Manager of all sums properly requested under the provisions of this Article and payable under the terms of this Agreement, provided that the Pay Request is in proper order and is supported by all required documentation. If the Pay Request is not in proper order or is not supported by all required documentation, then Owner's Representative, or the Architect, shall notify Construction Manager of such deficiency and the time for payment of such Pay Request, or any applicable part thereof, shall be extended by the amount of time required to cure such deficiencies.

14.7.1 When payment is received from Owner, the Construction Manager shall immediately pay or cause to be paid all Subcontractors, subcontractors, materialmen, laborers, and suppliers the amounts they are due for the Work covered by such payment. In the event the Owner becomes informed that the Construction Manager has not paid, or caused to be paid, a

Subcontractor, subcontractor, materialman, laborer, or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Construction Manager of amounts otherwise due hereunder naming the Construction Manager and any such Subcontractor, subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

14.8 Payment at Substantial Completion. Subject to the limitations of the GMP, and provided that all conditions precedent have been satisfied, within thirty (30) days after execution of the Certificate of Substantial Completion of Phase One of the Project and of the Project, respectively and proportionately, Owner shall pay Construction Manager all sums due Construction Manager, including retainage, less any amounts attributable to liquidated damages, and less two hundred percent (200%) of the reasonable cost for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims. As a condition precedent to such payment, however, Construction Manager shall deliver to Owner's Representative the final complete set of as-built drawings in the form of marked-up blue-line drawings, all required releases of claim, all certificates of occupancy or similar documents required for the occupation and use of the Project for its intended purposes, all required warranties, all Project Documentation as described in Article 12 herein, and consent(s) of surety to release retainage in form and manner acceptable to Owner together with an original current power of attorney with current certificate attached thereto.

14.9 Payment at Final Completion. Subject to the limitations of the GMP, and provided that all conditions precedent have been satisfied, within thirty (30) days after execution of the Certificate of Final Completion of the Project, Owner shall, after the approval of the Owner's Representative, pay Construction Manager all unpaid sums due Construction Manager under this Agreement, less any amount properly withheld pursuant to this Agreement ("Final Payment"). Construction Manager's acceptance of Final Payment shall constitute an unconditional waiver and release of all claims by Construction Manager for additional compensation beyond that provided in the Final Payment. Final Payment by Owner shall not, however, constitute a waiver by Owner of its rights or claims arising from Construction Manager's failure to perform in strict accordance with the requirements of the Contract Documents. As a condition precedent to Final Payment, Construction Manager shall deliver to Owner's Representative consent(s) of surety to final payment in form and manner acceptable to Owner together with an original current power of attorney with current certificate attached thereto.

14.10 Withholding Of Payment. Any provision of the Contract Documents notwithstanding, Owner shall not be obligated to make a payment or payments to Construction Manager which is otherwise due, if, and for so long as, any one or more of the conditions set forth in this paragraph 14.10 exists.

14.10.1 Construction Manager's Pay Request is not in the form or supported by the documentation required by this Agreement.

14.10.2 Construction Manager is in default of any of its obligations under the Contract Documents.

14.10.3 Any part of such payment is attributable to Services or Work which are defective or not strictly conforming with the requirements of the Contract Documents; provided,

however, that payment shall be made as to the part thereof attributable to Services or Work which are rendered or performed in strict accordance with the Contract Documents and are not defective, subject to other provisions hereof.

14.10.4 Construction Manager has failed to make payments promptly to its Subcontractors, consultants, employees, or others performing Services in connection with the Project or any person has filed a claim that Construction Manager has failed to make payments due to such person.

14.10.5 Any person has asserted a claim against Owner in whole or in part on account of alleged acts or omissions of Construction Manager.

14.10.6 Evidence that the balance of the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the GMP.

14.10.7 Failure or refusal by Construction Manager to perform the Work in accordance with the Contract Documents.

14.10.8 Damage caused by the Construction Manager, or caused by a person or entity for which the Construction Manager is legally or contractually responsible, to Owner or to a third-party to whom Owner is, or may be, liable.

In the event that any of the foregoing conditions exist, Owner shall be entitled to withhold from any sum then due or thereafter to become due, including from retained sums, an amount sufficient in the sole judgment of Owner's Representative to satisfy, discharge, and defend against such claims and to make good any losses, prospective losses, costs, attorneys' fees, and other expenses which may result from the existence of such conditions.

14.11 Disputed Pay Requests. In the event Owner's Representative or the Architect disagrees with or questions all or any portion of any Pay Request, the amount due to Construction Manager, or the sufficiency of the information and documentation submitted by Construction Manager, Owner's Representative or the Architect shall notify Construction Manager in writing and Owner shall pay the undisputed parts of such Pay Request. If Owner's Representative and Construction Manager are able to agree on the amount due under the disputed part of any Pay Request, payment will be made to Construction Manager within the time provided by paragraph 14.7 of this Agreement or ten (10) days after receipt of a new Pay Request representing the agreed amount, whichever is later.

14.12 Conditions Precedent to Payment. In addition to all other conditions contained herein, it shall be a condition precedent to any payment otherwise due hereunder that: (a) Construction Manager not be in material breach of this Agreement or in breach of any warranty made therein; (b) Construction Manager have submitted all monthly updated Construction Schedules, Monthly Reports, and Project cost summaries required by this Agreement; and (c) Construction Manager have submitted its Pay Requests and backup documentation in the time, form, and manner required by this Agreement.

14.13 Non-Waiver of Claims For Defective Work. Neither entrance, inspection nor use of the Project by Owner, Architect, or their representatives nor any payment (whether final or otherwise) made by Owner shall be construed as an acceptance of defective or nonconforming

Work nor shall such entrance, inspection, use, or payment release Construction Manager from any of its obligations under the Contract Documents.

ARTICLE 15

CHANGE ORDERS

15.1 Authority to Order Changes. Owner may by written Change Order, and without affecting the validity or enforceability of this Agreement, direct changes in the Work and the Services within the general scope of the Contract Documents, including changes, additions, deletions, modifications, and revisions thereto, or changes to the time for the Construction Manager's performance, or any combination thereof. Construction Manager shall promptly proceed, and cause all Subcontractors to proceed, with the performance of the Services and the Work in accordance with Owner's direction, and failure to agree on the terms of a Change Order shall not excuse Construction Manager from continued performance of the Services or the Work in an expeditious fashion or from proceeding with any directed change.

15.2 Adjustments to Construction Manager's Compensation, GMP and Contract Time Only by Change Order. Changes in the Work (excepting only changes required by the Architect pursuant to paragraph 25.1.9 of this Agreement), Construction Manager's compensation, adjustments to the GMP, and extensions of time for the performance of this Agreement may only be made by a Change Order issued in accordance with the terms of this Article. Owner shall not be responsible for any change in the Work involving extra cost unless approval in writing is furnished by Owner before such Work is begun. Architect does not have authority to order changes in the Work that involve changes in cost or time.

15.3 Adjustments To Construction Manager's Compensation and GMP. If there is a change in the scope of the Work or the scope of Services required of Construction Manager under the Contract Documents, which change increases Construction Manager's cost of performance, or if Construction Manager submits a claim for additional compensation or adjustment to the GMP pursuant to paragraph 16.2, then, subject to the terms and conditions of this Agreement and Owner's approval of Construction Manager's claim, Construction Manager's compensation and the GMP shall be adjusted by a Change Order; provided, however, that no upward adjustment shall be made if the change in the scope of the Work or Services, or the basis of the claim for additional compensation or adjustment to the GMP, is caused by the fault, in whole or in part, of Construction Manager, a Subcontractor, or anyone for whom they are, or may be, responsible. As conditions precedent to any increase to Construction Manager's compensation or the GMP, Construction Manager shall: (a) give Owner's Representative written notice within seven (7) days after the occurrence of the event or commencement of the condition giving rise to the claim for additional compensation and adjustment to the GMP, (b) not later than ten (10) days after the date of such notice, submit to Owner's Representative Construction Manager's documented claim for additional compensation and adjustment to the GMP, (c) make available to Owner all pertinent Information requested by Owner's Representative relating to such claim, and (d) otherwise comply with the terms and conditions of Article 16 of this Agreement. The failure of Construction Manager to satisfy any of the foregoing conditions precedent shall constitute a waiver by Construction Manager of any entitlement to an increase in Construction Manager's compensation or the GMP. If a change in the scope of the Work or Services reduces Construction Manager's cost of performance, then the GMP, and the Design Phase Fee or the Construction Phase Fee, or, if applicable, both, shall be decreased accordingly. Subject to subparagraphs 15.3.1 and 15.3.2: (i) in the event of a change to the

Construction Phase Work, the amount of any adjustment to the GMP, up or down, shall be an amount equal to: (a) the actual, reasonable Subcontract Costs and Reimbursable Expenses incurred or saved by Construction Manager on account of the change; and (b) an adjustment, up or down, to the Construction Phase Fee, calculated by multiplying the amount in part (a) by the percentage specified in Section 14.1.4. Notwithstanding the definitions of Reimbursable Expenses and Subcontract Costs contained elsewhere in this Agreement, for purposes of calculating the actual, reasonable Subcontract Costs and Reimbursable Expenses saved by Construction Manager on account of a change, the savings achieved shall be deemed to include amounts that would be Reimbursable Expenses or Subcontract Costs if incurred or paid, even though such amounts are not incurred or paid.

15.3.1 As used in paragraph 15.3, the actual, reasonable Subcontract Costs incurred or saved by Construction Manager on account of a change shall be established on the basis of, and shall be limited to, the reasonable actual costs incurred or savings achieved, as defined below, by Subcontractors resulting from the change, plus a component for direct jobsite overhead and profit, as set forth below, but shall not include home office overhead or other indirect cost or components. The overhead and profit component for Subcontractors shall be fifteen percent (15%); provided, however, that the foregoing fifteen percent (15%) overhead and profit component for Subcontractors is intended to cover all Subcontractors and subcontractors of any tier, and there shall be no additional overhead and profit component for subcontractors below first-tier Subcontractors of the Construction Manager. Any such costs or savings shall be documented in the format, and with such content and detail, as the Owner or the Architect require.

15.3.2 As used in subparagraph 15.3.1, reasonable actual costs incurred or savings achieved means, and shall be limited to, the following:

(i) Actual, reasonable costs of materials and the use of heavy construction equipment;

(ii) Actual, reasonable costs of supervision and labor, plus, solely as applicable thereto, social security, unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance;

(iii) Actual, reasonable rental costs of machinery and equipment (exclusive of small tools or hand tools) whether rented from Construction Manager or others; and

(iv) Actual, reasonable costs of premiums for bonds, permit fees, and sales, use or other taxes related to the Work.

All costs not set forth in the immediately preceding subsections (i) through (iv) shall be considered as overhead, including without limitation insurance other than that set forth above, travel (including transportation, meals and lodging), administrative staff, watchmen, hand tools, small power tools, incidental job burdens, engineering, drafting, and office expense (including costs of preparing Change Order proposal estimates). In no event shall any costs or savings associated with home office overhead or other indirect costs be considered to be actual costs incurred or savings achieved resulting from a Change Order and compensation for additional Work or Services shall be limited strictly as set forth herein.

15.4 Payment. Requests for payment for performance of Services and Work pursuant to a Change Order shall be made in accordance with paragraph 14.4, and payment shall be subject

to the provisions of Article 14. The Construction Manager shall continue to diligently perform the Work and Services, including any change directed by the Owner by Change Order, and shall keep thorough records of the cost of performance of such Change Order consistent with and in accordance with the provisions of paragraph 15.3 above. Pending final determination of the amount of any adjustment to the Construction Manager's compensation or the GMP, payments on account shall be made to Construction Manager in accordance with paragraph 15.3 above and Article 14 of this Agreement.

15.5 Extensions of Time. Any extension of the time for the Construction Manager's performance requested by Construction Manager for performance of any change ordered by Owner may be granted by mutual agreement and then set forth in the Change Order. Otherwise, extensions of the time for the Construction Manager's performance shall be requested by Construction Manager pursuant to the terms and conditions of Article 16 of this Agreement and any such request for extension of time shall be subject to paragraph 15.6 of this Agreement. The failure of Construction Manager to provide notice in writing to Owner in accordance with Article 16 of this Agreement of any request for extension of time, or the Construction Manager's execution of a Change Order, shall constitute a waiver by Construction Manager of any entitlement to an extension of time arising out of or relating to such Change Order.

15.6 Change Orders Final. The execution of a Change Order by Construction Manager shall constitute conclusive evidence of Construction Manager's agreement to the ordered changes in the Work, the Contract Documents as thus amended, Construction Manager's compensation, the GMP, and the Phase One or Substantial Completion Date, or both. Construction Manager, by executing the Change Order, waives and forever releases any claim against Owner for additional time or compensation for matters in any manner relating to, arising out of or resulting from the executed Change Order. Any additional Work performed by Construction Manager or Subcontractors without prior written authorization by Owner shall be performed at the sole risk and expense of Construction Manager.

15.7 Surety Consent. The Construction Manager shall notify and obtain the consent and approval of the Construction Manager's Surety with reference to all Change Orders if such notice, consent, or approval are required by the Owner, the Architect, the Construction Manager's Surety or by law. The Construction Manager's execution of the Change Order shall constitute the Construction Manager's warranty to the Owner that the Surety has been notified of, and consents to, such Change Order and the Surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE 16

CLAIMS BY CONSTRUCTION MANAGER

16.1 Generally. All claims against Owner shall be initiated by a written claim submitted by Construction Manager to Architect and Owner's Representative. Such claims shall be submitted to, and received by, Architect and Owner's Representative not later than seven (7) days after the event, or the first appearance of the circumstances or conditions, giving rise to the claim, and same shall set forth in detail all known facts supporting the claim, including the amount claimed. Construction Manager and Owner shall continue their performance under this Agreement regardless of the existence of any claims submitted by Construction Manager.

16.2 Claims for Additional Compensation. In the event Construction Manager seeks to make a claim for an increase in its compensation, or an adjustment to the GMP, or both, then as a condition precedent to any liability of Owner therefor, Construction Manager shall strictly comply with the requirements of paragraph 16.1 and such claim shall be made by Construction Manager before proceeding to execute any additional or changed work. Failure to satisfy this condition precedent shall constitute a waiver by Construction Manager of any claim for additional compensation. Any liability of Owner for additional costs to Construction Manager shall be strictly limited to actual and reasonable direct costs incurred by Construction Manager and shall in no event include indirect costs or consequential damages of Construction Manager or others. Absent a Change Order, Owner shall not be liable to Construction Manager for claims of third parties, including Subcontractors, unless and until liability of the Construction Manager has been established therefor in a court of competent jurisdiction. No change in Construction Manager's compensation, nor adjustment of the GMP, shall be made except by Change Order issued in accordance with the terms of this Agreement.

16.3 Separate Records. Upon discovering an event or condition forming the basis of a claim for an increase in the Construction Manager's compensation or the GMP or an extension of the time for Construction Manager's performance, Construction Manager shall, until the claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis for the claim.

16.4 Formal Written Claim. No later than ten (10) days after the date of the written notice of claim, Construction Manager shall submit a formal written claim which shall include at least the following information: (1) a concise statement of the occurrence(s) supporting the claim; (2) identification of the facts giving rise to the claim; (3) the date Construction Manager discovered the occurrence(s); (4) a detailed schedule of values identifying all costs resulting from the claim; (5) documentation supporting the schedule of values; (6) identification of any impact the claim has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the claim. In the event the claim relates to a Change Order, Construction Manager's formal written claim shall also include Construction Manager's good faith estimate of the change in the Construction Manager's compensation or the GMP, the time for the Construction Manager's performance, or any combination thereof as applicable, determined in accordance with Article 15 in respect of the Change Order. Other information or documents shall be submitted to Owner and Architect within ten (10) days after written request by Owner or Architect. The failure to provide a claim as set forth herein, or the failure to provide such other documents or information requested by Owner or Architect within ten (10) days after the written request, shall constitute a waiver of any claim for additional compensation or time extension related thereto.

16.4.1 Construction Manager shall provide, and continue to provide, to Owner and Architect all such documentation, including cost and time records, as and when Owner or Architect may request so that Owner and Architect may evaluate Construction Manager's claim.

16.5 Extensions of Time. Subject to the restrictions in 16.5.1 and 16.5.2, in the event the Construction Manager is delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of: (i) any act or omission by the Owner or someone acting in the Owner's behalf, (ii) any Owner-authorized Change Order, (iii) acts of God, (iv) Weather Delay Days as defined in Section 16.7, (v) any order of a governmental authority having jurisdiction over the Project which order is issued through no fault of the Construction Manager, (vi) acts of war, (vii) acts of terrorism, or (viii) for concealed or unknown

conditions as provided in paragraph 16.6, then the Substantial Completion Date, or as applicable, the date for Final Completion and (except in the case of Weather Delay Days) Construction Manager's compensation and the GMP, shall be appropriately adjusted by the Owner upon the written notice and claim of the Construction Manager to the Owner and the Architect for such reasonable time as Owner may determine. A task is critical within the meaning of this paragraph 16.5 if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. Any claim for an extension of time by the Construction Manager shall strictly comply with the requirements of paragraph 16.1 above and such notice shall be given by Construction Manager before proceeding to execute any additional or changed Work. If the Construction Manager fails to make such claim as required in this paragraph 16.5, any claim for an extension of time shall be waived.

16.5.1 The Construction Manager agrees that the Work shall be prosecuted regularly, diligently, and without interruption at such rate of progress as will ensure full completion thereof within the time required by the Contract Documents. It is expressly understood and agreed that the Construction Manager has considered all contingencies and factors affecting its ability to perform all the Work within this time, including without limitation, delays caused by any fact or condition other than those expressly set forth in clauses (i) through (viii) of paragraph 16.5, and after consideration of all such contingencies and factors, Construction Manager has made an allowance for such contingencies and factors before agreeing to the time for completion specified in the Contract Documents, and does further agree that all things considered, such time for completion is a reasonable time for completion of all Work to be performed hereunder, without the need for any extension of time for any reasons other than those expressly set forth in clauses (i) through (vii) of paragraph 16.5.

16.5.2 No change in the Construction Manager's compensation or the GMP shall be due because of weather. *Extensions of substantial and final completion dates due to Weather Delay Days will be granted in accordance with Sections 16.5 and 16.7.*

16.6 Claims for Concealed Or Unknown Conditions. In the event the Construction Manager discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, the Construction Manager's compensation and the GMP shall be modified, either upward or downward, upon the written claim made by either party within seven (7) calendar days after the first appearance to such party of the circumstances. As a condition precedent to the Owner having any liability to the Construction Manager due to concealed and unknown conditions, the Construction Manager must give the Owner and the Architect written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the Construction Manager to give the written notice and make the claim as provided by this paragraph 16.6 shall constitute a waiver by the Construction Manager of any rights arising out of or relating to such concealed and unknown condition.

16.7 Weather Delays

16.7.1 Standard Baseline for Average Climatic Range

- A. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Georgia.
- B. Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction

activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time. Saturdays and Sundays are eligible workdays.

C. Standard Baseline is as follows:											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
4	5	6	4	3	2	2	2	2	2	2	3

16.7.2 Adverse Weather And Weather Delay Days

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within 24 hours as determined by the Owner:
 1. Precipitation (rain, snow, or ice) in excess of 0.10" liquid measure.
 2. Temperatures which do not rise above 32 degrees F by 10:00 a.m.
 3. Temperatures which do not rise above that specified for the day's construction activity by 10:00 a.m., if any are specified.
 4. Sustained wind in excess of 25 m.p.h.
 5. Standing snow in excess 1".
- B. Adverse Weather may include, if appropriate, "dry-out" or "mud" days:
 1. For rain days above the standard baseline.
 2. Only if there is a hindrance to site access or sitework, such as excavation, backfill, and footings.
 3. At a rate, no greater than 1 make-up for each day or consecutive days of rain beyond the standard baseline that total 1" or more, liquid measure, unless specifically recommended otherwise by the Engineer.
- C. A Weather Delay Day may be counted if Adverse Weather prevents work on the Project for 50% or more of the Construction Manager's scheduled workday, including a weekend day or holiday if Construction Manager has scheduled construction activity that day.
- D. Contractor shall submit requests for extension of contract completion time due to Weather Delay Days in accordance with Section 16.5.

16.8 Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The Owner and Construction Manager shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Subject to the express approval of the Board of Commissioners of Owner, Georgia,

agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 17

PAYMENT AND PERFORMANCE BONDS

Before the GMP is deemed finally accepted by Owner, Construction Manager shall provide separate payment and performance bonds to Owner. Each of the bonds shall include a penal sum in the amount of one hundred percent (100%) of the GMP. In the event the GMP is increased, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Construction Manager shall be in the exact form provided by the Owner and shall be executed by a surety, or sureties, licensed in the State of Georgia by the Office of Commissioner of Insurance, rated A- or better by A.M. Best Company, listed on the United States Department of Treasury's Listing of Approved Sureties (Treasury Department Circular 570) as a surety authorized to write bonds for the U.S. Government with a total underwriting limitation equal to or greater than the penal sum of the bonds as adjusted from time to time, and not otherwise reasonably objectionable to the Owner. Construction Manager's surety(ies) shall be deemed to have waived notice of, and to have consented to, changes to the Contract Documents, including changes in: (a) the time for performing the Services and the Work and payment of compensation to Construction Manager hereunder; (b) the sums payable under this Agreement; and (c) the Work and Services to be performed. The Contract Documents shall be incorporated by reference into each of the bonds.

ARTICLE 18

CONSTRUCTION MANAGER'S PERSONNEL AND SUBCONTRACTORS

18.1 Personnel. Construction Manager shall assign only qualified personnel to perform the Services. At the time of execution of this Agreement, the parties anticipate that the individuals named in Exhibit "F," attached hereto, will perform those functions indicated. So long as the individuals named in Exhibit "F" remain actively employed or retained by Construction Manager or its affiliates or subsidiaries, and Owner does not require removal as provided in paragraph 18.2, they shall perform the functions indicated next to their names. Construction Manager shall not remove or substitute such personnel without Owner's Representative's written approval, which shall not be unreasonably withheld.

18.2 Removal of Personnel And Subcontractors. If, at any time during the course of the Project, Owner's Representative reasonably determines that the performance of any member of Construction Manager's staff or any of Construction Manager's Subcontractors or consultants working on the Project is unsatisfactory, Owner's Representative may, in writing, require Construction Manager to remove such staff member or terminate such Subcontractor or consultant from the Project immediately and replace the staff member, Subcontractor or consultant at no cost to Owner, including those resulting from delay or inefficiency the change may cause.

18.3 Employment Taxes. Construction Manager shall be responsible for payment of all unemployment compensation, social security, and other similar taxes and benefits covering its employees.

ARTICLE 19

OWNERSHIP OF DOCUMENTS

All Contract Documents, as well as information and items provided by Owner to Construction Manager to facilitate Construction Manager's performance hereunder, shall remain the exclusive property of Owner, and all such documents, information, and items, including all copies thereof, shall be returned to Owner's Representative upon Final Completion and as a condition precedent to Final Payment; provided that Construction Manager may retain one copy of same for record purposes only, which shall be treated as confidential by Construction Manager. All drawings, specifications, plans, blueprints, or models relating to this Project that are created by the Construction Manager and its subcontractors or consultants shall be considered work made for hire and shall be the property of Owner.

ARTICLE 20

INDEMNITY

20.1 General Indemnity. To the fullest extent permitted by law, the Construction Manager shall indemnify and hold Owner harmless from and against any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with the Construction Manager's performance of this Agreement, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent caused by the Construction Manager, or anyone for whose acts the Construction Manager may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner.

20.2 Enforcement of This Agreement. In the event Owner retains legal counsel to secure performance by Construction Manager of any of its obligations under this Agreement, or if Owner retains or utilizes such counsel to represent its interest with respect to any matter for which Construction Manager has an indemnity obligation to Owner under any provision of this Agreement or otherwise, Construction Manager shall pay and reimburse Owner for the cost of such counsel and shall further pay and reimburse Owner for any and all other cost and expense incurred in preparing, negotiating, or prosecuting any claim against Construction Manager, including, but not limited to, any and all expert witness fees and expenses.

ARTICLE 21

INSURANCE

The Construction Manager shall have and maintain insurance in accordance with the requirements of Exhibit "G" attached hereto and incorporated herein by reference.

ARTICLE 22

SUSPENSION

22.1 Suspension of Work. Owner may for any reason whatsoever suspend, in whole or in part, performance of the Work and Construction Manager's performance under this Agreement. Owner's Representative shall give written notice of such suspension to Construction Manager specifying when such suspension is to become effective and the scope of the Work and the Services affected by such suspension. Unless the circumstances causing a suspension of the Work require a shorter time period, then such suspension shall become effective five (5) days after the date of the Owner's Representative's written notice of such suspension to Construction Manager. If the circumstances causing a suspension of the Work require a shorter time period, then the Owner's Representative's written notice of such suspension to Construction Manager shall include the date and time when such suspension shall become effective and the reason(s) therefor.

22.2 Ceasing Performance upon Suspension. From and upon the effective date of any suspension ordered by Owner, Construction Manager shall not incur, nor permit any Subcontractor to incur, any further expense or obligations in connection with the suspended portion of the Work or the Services. From and upon the effective date of any suspension ordered by Owner, Construction Manager shall cease performing under this Agreement, and shall cause all Subcontractors to cease performing, in connection with the suspended portion of the Work or the Services, and shall utilize its best efforts to mitigate its costs resulting from the suspension.

22.3 Resumption of Work After Suspension. If Owner lifts the suspension it shall do so in writing signed by Owner's Representative, and Construction Manager shall promptly resume, and shall cause Subcontractors to resume, performance of the Services and the Work, unless, prior to receiving the notice to resume, Construction Manager has exercised its right of termination as provided in paragraph 23.8 herein.

22.4 Claim for Costs of Suspension. Within twenty (20) days after either the resumption of the suspended portion of the Work or Services or the termination of this Agreement by Construction Manager pursuant to paragraph 23.8, Construction Manager shall submit an itemization of the following cost items reasonably and necessarily expended by Construction Manager as a direct result of the suspension, together with pricing or other data required by Owner's Representative:

- (a) salaries of Construction Manager's home or branch office employees, or both, but only to the extent that such employees were directly impacted by said suspension;
- (b) salaries of Construction Manager's field employees, costs of construction tools, equipment, and field office costs; and
- (c) Subcontract Costs reasonably and unavoidably incurred on account of the suspension; and
- (d) any other items directly related to the suspended part of the Services or the Work.

Construction Manager's failure to provide such itemized information within such twenty (20) day time period shall constitute a waiver of any claim to compensation relating to the suspension of Construction Manager's work under this Agreement. Owner shall promptly review Construction Manager's itemization and shall issue a Change Order providing for payment to Construction Manager of such amounts, and only such amounts, listed above as may be due on account of the suspension and increasing the GMP by like amount. In no event shall Construction Manager be

entitled to lost profits, other consequential damages, or any items of damage related to or resulting from a suspension of the Services or of the Work except for those items enumerated in this paragraph 22.4.

ARTICLE 23

TERMINATION

23.1 Termination for Convenience. Owner may for any reason whatsoever terminate performance of the Services, the Work, this Agreement, or any part of any of them, for Owner's convenience. Owner shall give written notice of such termination to Construction Manager specifying when termination becomes effective and the scope thereof.

23.2 Ceasing Performance upon Termination. From and after the effective date of any termination, Construction Manager shall not incur, nor permit any Subcontractor to incur, any further expense or obligations in connection with the terminated portion of the Work or Services. From and after the effective date of any termination, Construction Manager shall cease performance and cause the Subcontractors to cease performance, to the extent of the terminated portion of the Work or Services. In the event of termination of this Agreement, Construction Manager shall terminate outstanding Subcontracts and purchase orders related to the terminated portion of the Work or Services unless directed to do otherwise by Owner's Representative. Owner's Representative may direct Construction Manager to assign, and Construction Manager hereby agrees to assign, Construction Manager's right, title, and interest under open or terminated Subcontracts to Owner or its designee. Unless directed otherwise by Owner's Representative, Construction Manager shall settle the liabilities and claims arising out of the termination of the Subcontracts. If requested by Owner's Representative, Construction Manager shall vacate the Project site immediately.

23.3 Submission of Termination Claim. In the event of termination of all or any part of the Services, the Work or this Agreement for convenience, Construction Manager shall, within sixty (60) days after the effective date of termination, submit a written termination claim to Owner specifying the amounts due because of the termination together with costs, pricing, and other supporting documentation or data required by Owner's Representative. Construction Manager's failure to file a termination claim within such sixty (60) days period shall constitute a waiver of any claim to compensation relating to the termination. If a proper termination claim is submitted, then Owner shall pay Construction Manager an amount derived in accordance with paragraph 23.4 herein. Claims submitted under this Article 23 shall not be subject to the procedure set forth in Article 16.

23.4 Compensation for Termination for Convenience. As full compensation due to Construction Manager for any termination for convenience, including any amounts due to a Subcontractor on account of such termination, Owner shall, subject to subparagraph (e) below, pay Construction Manager the following amounts:

- (a) Reimbursable Expenses incurred in performing Services and Work accepted under this Agreement;
- (b) Reimbursable Expenses (i) incurred prior to termination in preparing to perform and in performing the terminated portion of the Work, the Services, or this Agreement, and (ii) incurred in terminating Construction Manager's or Subcontractors' performance;

- (c) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to the order of termination; and
- (d) The unpaid portion of Construction Manager's Design Phase and Construction Phase Fees earned to the date of termination as determined by the terms of paragraph 14.1.
- (e) If it appears that the Construction Manager would not have profited, would have sustained a loss, or that its fees would have been diminished if the entire contract would have been completed, no fees shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any, notwithstanding the provisions of subparagraphs (a), (b), (c) and (d) of this paragraph 23.4.

23.4.1 The total sum to be paid the Construction Manager under this paragraph 23.4 shall not exceed the GMP, as properly adjusted, reduced by the amounts of payments otherwise made, and shall in no event include duplication of payment.

23.4.2 In no event shall Construction Manager be entitled to recover from Owner, on its own account or on behalf of a Subcontractor, lost profits, or other consequential damages, whether its own or those of a Subcontractor, on account of a termination for convenience or an erroneous termination for cause, as described below.

23.5 Termination for Cause. If Construction Manager refuses or fails to perform its Services and duties under this Agreement in a timely manner, supply enough properly skilled supervisory personnel, labor or proper equipment or materials, make prompt payment to its Subcontractors, suppliers, employees, or consultants, or comply with Applicable Laws, or if Construction Manager is otherwise guilty of a material breach of this Agreement or any warranty made herein, then Owner may, by written notice to Construction Manager, and without prejudice to any other right or remedy, terminate the employment of Construction Manager, in whole or in part, and take possession of the Project site, the Contract Documents, Subcontracts, Project Documentation in the possession of Construction Manager, and all equipment and materials at the site.

23.6 Erroneous Termination for Cause. In the event the employment of Construction Manager is terminated by Owner for cause and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under paragraph 23.1 and the provisions of paragraph 23.4 regarding compensation shall apply. Additionally, the Parties hereby agree that if Construction Manager is terminated by Owner for cause and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was without cause, Construction Manager shall be entitled to recover all of its attorney's fees and costs associated with contesting said termination.

23.7 Completion by Owner and Survival of Obligations. Following any termination, whether for convenience or for cause and whether in whole or in part, Owner may complete the terminated portion of the Work and the Services by whatever means Owner deems most expedient. Construction Manager's obligations and all provisions of this Agreement shall continue in full force and effect as to all Work or Services performed prior to the effective date of the termination and as to that portion of the Work and Services not affected by the termination.

23.8 Termination by Construction Manager. If the Work, the Services, or this Agreement is suspended by Owner in its entirety for a period of one hundred and twenty (120) consecutive days or more, through no fault of Construction Manager or the Subcontractors, by governmental authority or by direction or neglect of Owner's Representative, or if Owner fails to perform its material obligations to the Construction Manager for a period of sixty (60) days after receipt of written notification from Construction Manager of its intent to terminate hereunder, then Construction Manager may, upon seven (7) days written notice to Owner, terminate its performance under this Agreement. In such event, the Construction Manager shall be entitled to recover from the Owner as though the Owner had terminated the Construction Manager's performance for convenience pursuant to paragraph 23.1 above.

ARTICLE 24

ENVIRONMENTAL ISSUES

24.1 Environmental Licenses, Certifications, & Permits. Construction Manager covenants and agrees that during the term of the Agreement and any extensions or renewals thereof, all of its employees, agents, representatives, and Subcontractors, if any, performing Work will have the requisite skills, licenses, certifications, training, permits and the like mandated by all applicable federal, state, and local governing authorities with jurisdiction over environmental matters. Construction Manager agrees to provide to Owner's Representative evidence of compliance with the requirements of this paragraph upon demand.

24.2 Environmental Laws. Construction Manager, its Subcontractors, representatives, employees, and agents shall comply with all federal, state, and local laws, rules, and ordinances relating to environmental protection governing the Work.

24.3 Termination. Construction Manager agrees that a material breach of any of the terms, conditions, and obligations of this Article would be detrimental to Owner, a material breach of this Agreement and grounds for Owner's immediate termination of the Agreement.

24.4 Application with Other Provisions. The provisions of this Article 24 shall operate in addition to, and not in limitation of, any other obligations contained in the Contract Documents.

ARTICLE 25

THE PROJECT ARCHITECT

25.1 Architect. The Architect for this Project is identified in paragraph 1.2. In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement architect and the role of the replacement architect shall be the same as the role of the Architect. Unless otherwise directed by the Owner in writing, the Architect will perform those duties and discharge those responsibilities allocated to the Architect in this Agreement. The duties, obligations and responsibilities of the Architect shall include, but are not limited to, the following:

25.1.1 Unless otherwise directed by the Owner in writing, the Architect shall act as the Owner's agent from the effective date of this Agreement until final payment has been made, to the extent expressly set forth in this Agreement.

25.1.2 Unless otherwise directed by the Owner in writing, the Owner and the Construction Manager shall communicate with each other in the first instance through the Owner's Representative and second the Architect.

25.1.3 When requested by the Construction Manager in writing, the Architect shall render interpretations necessary for the proper execution or progress of the Work.

25.1.4 The Architect shall assist the Owner's Representative in drafting proposed Change Orders.

25.1.5 The Architect shall in support of the Owner's Representative approve, or respond otherwise as necessary concerning shop drawings or other submittals received from the Construction Manager.

25.1.6 The Architect shall be authorized to refuse to accept Work which is defective or otherwise fails to comply with the requirements of this Agreement. If the Architect deems it appropriate, the Architect shall be authorized to call for extra inspection or testing of the Work for compliance with requirements of this Agreement.

25.1.7 The Architect shall review the Construction Manager's Pay Requests and shall approve in writing those amounts which, in the opinion of the Architect, are properly owing to the Construction Manager as provided in this Agreement.

25.1.8 The Architect shall, upon written request from the Construction Manager, perform those inspections required of the Architect in this Agreement.

25.1.9 The Architect shall be authorized to require the Construction Manager to make changes which do not involve a change in the Construction Manager's compensation or the GMP or the time for the Construction Manager's performance of this Agreement consistent with the intent of this Agreement.

25.1.10 The duties, obligations, and responsibilities of the Construction Manager under this Agreement shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation, or responsibility of the Architect. The Construction Manager is not a third-party beneficiary of any contract by and between the Owner and the Architect. It is expressly acknowledged and agreed that the duties of the Construction Manager to the Owner are independent of, and are not diminished by, any duties of the Architect to the Owner.

ARTICLE 26

MISCELLANEOUS PROVISIONS

26.1 Notices. No notice is effective until the writing containing the notice is placed in the hand of the Owner's Representative or the Construction Manager's Project Manager or is postmarked by certified U.S. Mail, to the following addresses:

To Owner: Board of Education of the City of Decatur
125 Electric Avenue
Decatur, Georgia 30030
Attention: Dr. Gyimah Whitaker, Superintendent

And to: Sergio Perez, FMP
Executive Director of Operations
125 Electric Avenue
Decatur, Georgia 30030

To Construction

Manager: _____
Address: _____
Attention: _____

All notices shall be effective upon receipt.

26.2 Successors and Assigns. Construction Manager shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without Owner's Representative's written consent; Owner shall have the right to assign its rights under this Agreement, but any such assignment shall not relieve Owner of its obligations hereunder. Subject to the provisions of the immediately preceding sentence, Owner and Construction Manager, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all terms and conditions of this Agreement.

26.3 No Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party, including any Subcontractor.

26.4 Employment of Georgia Citizens, Use Of Georgia Products And Immigration And Security Compliance. To the fullest extent possible, materials and equipment manufactured or produced in the State of Georgia shall be used in the Work and citizens of the State of Georgia shall be employed in the Work, and paid wages consistent with those being paid in the general area in which the Work is to be performed; provided, however, that these requirements shall not apply if their effect would be to restrict or limit competitive bidding or to increase the cost of the Work. These requirements shall not excuse, nor shall they be asserted as an excuse for, any noncompliance with, or failure to fulfill, any requirement of the Contract Documents. The Construction Manager and all subcontractors shall comply with all state and federal immigration laws, rules and regulations, and the Construction Manager and all subcontractors shall provide the Owner with a completed and signed Immigration and Security Form, in the form attached hereto as Exhibit "H" as a condition precedent to Final Payment.

26.5 Minority Business. It is Owner's desire that minority businesses be given the opportunity to bid on the various parts of the Work. This desire, however, is not intended to restrict or limit competitive bidding or to increase the cost of the Work. Owner supports a healthy, free market system that seeks to include responsible businesses and provide ample opportunity for business growth and development. Every minority business Subcontractor is required to complete the Notice To All Vendors form contained in the bidding documents and submit it with its bid. Construction Manager shall copy this form as needed for all minority businesses seeking to participate in the Project.

26.6 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or other competent tribunal or rendered invalid by any legislative or regulatory enactment, the remaining provisions of this Agreement shall remain

in full force and effect, and such holding or enactment shall not invalidate or render unenforceable any other provision hereof.

26.7 Headings. The headings used in this Agreement are merely for convenience and shall have no other force, effect, or purpose.

26.8 Exhibits. All exhibits annexed hereto, "A" through "J," are incorporated by reference and made a part of this Agreement.

26.9 "Including". The terms "including," "includes," and their derivatives are not intended as terms of limitation, and shall be deemed in each instance to be followed by the phrase "without limitation."

26.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia, and Construction Manager submits to the jurisdiction and venue of such court regarding any matter arising out of or relating to this Agreement.

26.11 Entire Agreement / Amendments In Writing. This Agreement represents the entire agreement between Owner and Construction Manager and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. Subject only to the provisions of Article 15, this Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

26.12 Waiver. No waiver by Owner of any one or more defaults by Construction Manager in the performance of the provisions of this Agreement shall be construed as a waiver of any other defaults, whether of a like kind or different nature.

26.13 Immunities. Nothing contained in this Agreement shall be construed to be a waiver of the Owner's sovereign immunity or any individual's qualified good faith or official immunities.

[signatures next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

Board of Education of the City of Decatur

By: _____

Date: _____

Attest:

Approved as to form:

Attorney

Date

Construction Manager:

By: _____

Print Name: _____

Date: _____

Its: **[CIRCLE ONE]**

President/Vice President (Corporation)

General Partner (Partnership/Limited Partnership)

Member/Manager (LLC)

Owner (Sole Proprietorship/Individual)

[CORPORATE SEAL]

(required if corporation)

Attest/Witness:

Print Name: _____

Its: _____

((Assistant) Corporate Secretary if corporation)

EXHIBIT "A"

SCHEDULE OF REIMBURSABLE EXPENSES

The Reimbursable Expenses for which the Construction Manager may be paid pursuant to this Agreement shall be limited to amounts actually and reasonably incurred and paid by Construction Manager in the interest of the Project, and in performance of Services and the Work, for the following specific items:

- (1) Transportation, lodging and meals in connection with travel for the Project (however, Owner will not reimburse for normal travel to the job site).
- (2) The direct costs of maintaining an office on the job site.
- (3) Long-distance communications.
- (4) Fees paid for securing approvals and certifications of authorities having jurisdiction or regulatory power over the Project or its operations.
- (5) Actual costs of reproduction, postage, and handling of drawings, specifications, and other documents.
- (6) Surety bonds and insurance required by this Agreement, to the extent such insurance is not ordinarily carried by Construction Manager.
- (7) Construction Manager's reasonable cost of job site mobilization.
- (8) Material, supplies and equipment actually incorporated into the Project or suitably stored, insured, and protected at the job site.
- (9) Job site utilities (if not paid directly by Owner).
- (10) Cost of disposal of garbage and debris.
- (11) Cost incurred due to an emergency affecting safety of persons or property (including the Project), provided such emergency is not caused by, or a result of, acts or omissions on the part of Construction Manager or any Subcontractor.
- (12) Wages actually paid to full-time hourly rate workers directly employed by Construction Manager, at the base hourly wage rate of each such employee, for time actually spent in performance of Services and the Work, plus mark-up thereon of thirty-six percent (36%) for the cost of mandatory and customary contributions, payroll taxes, overhead and benefits ordinarily paid or provided by Construction Manager related to such wages.
- (13) Salaries paid to salaried personnel of Construction Manager performing Services and Work for the Project, at the hourly rate per hour of each such employee as set forth in Exhibit "F," for time actually spent in performance of Services and the Work, plus mark-up thereon of fifty percent (50%) for the cost of mandatory and customary contributions, payroll taxes, overhead and benefits ordinarily paid or provided by Construction Manager related to such salaries.
- (14) Overtime wages actually paid, plus mark-up of thirty-two percent (32%). Only those hours worked by an individual in excess of forty (40) hours per week shall be deemed overtime hours, provided that all hours worked by such individual during the week are in performance of Services and the Work for the Project. Overtime hours shall be paid at not more than one and one half (1.5) times the base hourly wage rate of such employee, except that such hours shall be billed at the straight time base hourly wage rate for all exempt personnel. No time charges for overtime hours will be reimbursed if the individual is not paid at an overtime rate for the overtime worked. Except for overtime hours worked due to emergencies, overtime wages shall not be chargeable to Owner unless the overtime hours are authorized in writing in advance by Owner's Representative. Only events or circumstances posing a threat to persons or property (including the Project) or to Owner's interests shall be deemed emergencies for purposes of this paragraph. Insufficient planning or scheduling, or untimely performance, by Construction Manager or its Subcontractors shall not qualify as an emergency.

Construction Manager shall provide appropriate documentation, including relevant time sheets or logs, to support overtime charges.

- (15) Any and all other expenses as may be agreed upon in writing by Owner. All sums billed and paid as Reimbursable Expenses shall be at prices and rates consistent with those prevailing in Fulton, Georgia during the scheduled time for performance of this Agreement.

EXHIBIT "B"

MINIMUM REQUIREMENTS FOR CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULE

PART 1 - GENERAL

- 1.1 **DEFINITIONS.** For purposes of this Exhibit, the following terms shall have the meanings set forth below.
- A. **Activity:** A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. **Critical activities** are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. **Predecessor Activity:** An activity that precedes another activity in the network.
 - 3. **Successor Activity:** An activity that follows another activity in the network.
 - B. **Cost Loading:** The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must not exceed that portion of the GMP attributable to Construction Phase Compensation, unless otherwise approved by Architect and Owner.
 - C. **CPM:** Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the project.
 - D. **Critical Path:** The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall project duration and contains no float.
 - E. **Event:** The starting or ending point of an activity.
 - F. **Float:** The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to Owner.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
 - G. **Fragnet:** A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
 - H. **Major Area:** A story of construction, a separate building, or a similar significant construction element.
 - I. **Milestone:** A key or critical point in time for reference or measurement.
 - J. **Network Diagram:** A graphic diagram of a network schedule, showing activities and activity relationships.
 - K. **Resource Loading:** The allocation of manpower and equipment necessary for the completion of an activity as scheduled.
 - L. The Construction Schedule shall also include the appropriate and expected number of adverse weather days per month anticipated at the Project site based upon weather data from a national weather service acceptable to the Owner, for the past ten (10) years (i.e., conditions which are not extremely unusual).
- 1.2 **SUBMITTALS**
- A. **Preliminary Construction Schedule:** Submit two opaque copies.
 - 1. No action or inaction by Architect or Owner in connection with cost-loaded preliminary construction schedule shall constitute or be deemed to

- constitute approval or acknowledgment of schedule of values for cost-loaded activities.
- B. Preliminary Network Diagram: Submit two opaque copies, large enough to show entire network or entire construction period. Show logic ties for activities.
 - C. Construction Manager's Construction Schedule: Submit two opaque copies of initial schedule and each updated schedule, large enough to show entire schedule for entire construction period.
 - 1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
 - 2. No action or inaction by Architect or Owner in connection with cost-loaded Construction Manager's Construction Schedule shall constitute or be deemed to constitute approval or acknowledgment of schedule of values for cost-loaded activities.
 - D. CPM Reports: Concurrent with CPM schedule, submit three copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
 - 4. Earnings Report: Compilation of Construction Manager's total earnings from commencement of the Work until most recent Application for Payment.
 - E. Submittal of the preliminary construction schedule, the initial Construction Manager's Schedule of Construction and updates thereto are for Architect's and Owner's information. No action or inaction by the Architect or Owner shall constitute or be deemed to constitute an approval of Construction Manager's Construction Schedule.

1.3 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's or Owner's request.
- B. Prescheduling Conference: Conduct conference to review methods and procedures related to the preliminary Construction Schedule and Construction Manager's Construction Schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - 3. Discuss constraints, including, if applicable, phasing, work stages, area separations, interim milestones, and partial Owner occupancy.
 - 4. Review delivery dates for Owner-furnished products, if any.
 - 5. Review schedule for work of Owner's separate contracts, if any.
 - 6. Review time required for review of submittals and resubmittals.
 - 7. Review requirements for tests and inspections by independent testing and inspecting agencies.

8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors, if any.
- B. Coordinate Construction Manager's Construction Schedule with the schedule of values, list of subcontracts, submittals schedule, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 – PRODUCTS

2.1 CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures not less stringent and protective of the Owner than contained in Association of General Contractors of America's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Final Completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than 14 days, unless specifically allowed by Architect and Owner.
 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times in schedule. Coordinate submittal review times in Construction Manager's Construction Schedule with submittals schedule.
 4. Startup and Testing Time: Include a sufficient number of days for startup and testing.
 5. Substantial Completion for Phase One and : Indicate completion in advance of date established for Phase One and Substantial Completion and allow time for Architect's and Owner's administrative procedures necessary for approval of Phase One and Substantial Completion.
- D. Constraints: If applicable, include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each

- contract.
3. Work by Owner: Include a separate activity for each portion of work performed by Owner.
 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date. Delivery dates indicated stipulate the earliest possible delivery date.
 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date. Delivery dates indicated stipulate the earliest possible delivery date.
 6. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Phase One and Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
 8. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Permanent space enclosure.
 - c. Completion of mechanical installation.
 - d. Completion of electrical installation.
 - e. Phase One and Substantial Completion
 9. Other Constraints: Show the effect of any additional constraints.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the commencement of construction, Phase One and Substantial Completion, and Final Completion and interim milestones required by Owner, if any.
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
1. Construction Manager shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's and Owner's approval, be

assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, project record documents, and demonstration and training (if applicable), in an appropriate amount.

2. Each activity cost shall reflect an accurate value subject to objection by Architect or Owner.
 3. Total cost assigned to activities shall not exceed that portion of the GMP attributable to Construction Phase Compensation.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
1. Use software, version and operating system required by Owner.

2.2 CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: Submit diagram not later than 7 days prior to commencement of the Construction Phase. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Construction Manager's Construction Schedule using a computerized, cost-loaded, and resource-loaded, time-scaled CPM network analysis diagram for the Work.
1. Submit CPM schedule prior to commencement of the Construction Phase.
 - a. Failure to include any Work item required for performance of the Contract Documents shall not excuse Construction Manager from completing all Work within applicable completion dates.
 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. If applicable, work by Owner that may affect or be affected by

- Construction Manager's activities.
 - i. Testing and start up.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with contract milestone dates.
 - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the time for Construction Manager's performance.
 - 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
 - 1. Construction Manager or subcontractor and the Work or activity.
 - 2. Description of activity.
 - 3. Principal events of activity.
 - 4. Immediately preceding and succeeding activities.
 - 5. Early and late start dates.
 - 6. Early and late finish dates.
 - 7. Activity duration in workdays.
 - 8. Total float or slack time.
 - 9. Average size of workforce.
 - 10. Dollar value of activity (coordinated with the schedule of values).
- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 - 1. Identification of activities that have changed.
 - 2. Changes in early and late start dates.
 - 3. Changes in early and late finish dates.
 - 4. Changes in activity durations in workdays.
 - 5. Changes in the critical path.
 - 6. Changes in total float or slack time.
 - 7. Changes in the time for Construction Manager's performance.
- G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
 - 1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
 - 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
 - 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
 - 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

PART 3 - EXECUTION

3.1 CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
 - 1. In-House Option: Owner may waive the requirement to retain a consultant if Construction Manager employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Construction Manager's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate actual completion percentage for each activity.
- C. Distribution: Distribute copies of schedule to Architect, Owner, separate contractors, testing and inspecting agencies, subcontractors and other parties identified by Construction Manager with a need-to-know.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF EXHIBIT

EXHIBIT "C"

LIQUIDATED DAMAGES

Liquidated damages as provided by Article 7 of this Agreement shall be the amount stated in the right column below which is directly opposite the applicable Guaranteed Maximum Price (GMP) range stated in the left column below, based on the ratio of the cost of the Work (which shall include all Construction Phase Compensation) as applicable, to the GMP.

If The Original GMP Is:

Daily Liquidated Damages Shall Be:

Up to \$49,999.99	\$ 50
\$50,000.00 to \$99,999.99	\$100
\$100,000.00 to \$299,999.99	\$200
\$300,000.00 to \$599,999.99	\$300
\$600,000.00 to \$999,999.99	\$400
\$1,000,000.00 to \$1,999,999.99	\$500
\$2,000,000.00 to \$4,999,999.99	\$750
\$5,000,000.00 to \$9,999,999.99	\$1,500
\$10,000,000.00 to \$14,999,999.99	\$2,500
\$15,000,000.00 to \$19,999,999.99	\$3,500
\$20,000,000.00 or above	The product of .0002 multiplied by the original GMP.

EXHIBIT "D"

PARTIAL WAIVER AND RELEASE OF CLAIM RIGHTS

PROJECT: Early Childhood Learning Center

OWNER: Board of Education of the City Decatur

The undersigned does hereby forever release, waive and discharge any and all claim rights and claims, any and all labor and material bond rights and claims, and any and all equitable rights and claims for all labor, subcontract work, equipment, materials, and services supplied to the above project through the date indicated below.

This RELEASE and WAIVER shall inure to the benefit of, and may be relied upon by, OWNER.

The undersigned further warrants that all persons employed by the undersigned and all persons supplying materials to the undersigned and all persons renting equipment to the undersigned have been paid in full.

DATED: _____

FIRM: _____

BY: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 2025.

Notary Public

EXHIBIT "E"

FINAL WAIVER AND RELEASE OF CLAIM RIGHTS

PROJECT: Early Childhood Learning Center

OWNER: Board of Education of the City Decatur

The undersigned does hereby forever release, waive and discharge any and all claim rights and claims, any and all labor and material bond rights and claims, and any and all equitable rights and claims for all labor, subcontract work, equipment, materials, and services supplied to the above project.

This RELEASE and WAIVER shall inure to the benefit of, and may be relied upon by, OWNER.

The undersigned further warrants that all persons employed by the undersigned and all persons supplying materials to the undersigned and all persons renting equipment to the undersigned have been paid in full.

DATED: _____ FIRM: _____

BY: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 2025.

Notary Public

EXHIBIT "F"
CONSTRUCTION MANAGER'S PERSONNEL LIST

<u>Position</u>	<u>Name</u>	<u>Rate</u>
Group Manager	_____	\$ ____ / Hr.
Senior Project Manager	_____	\$ ____ / Hr.
Project Manager	_____	\$ ____ / Hr.
Senior Estimator	_____	\$ ____ / Hr.
Estimator 2	_____	\$ ____ / Hr.
Estimator 1	_____	\$ ____ / Hr.
Senior Project Engineer	_____	\$ ____ / Hr.
Project Engineer	_____	\$ ____ / Hr.
Scheduling	_____	\$ ____ / Hr.
MEP	_____	\$ ____ / Hr.
Safety	_____	\$ ____ / Hr.
Quality Assurance	_____	\$ ____ / Hr.
Administrative Assistant	_____	\$ ____ / Hr.
Senior Project Coordinator	_____	\$ ____ / Hr.
Project Coordinator	_____	\$ ____ / Hr.
General Superintendent	_____	\$ ____ / Hr.
Senior Superintendent	_____	\$ ____ / Hr.

EXHIBIT “G”

INSURANCE REQUIRED OF CONSTRUCTION MANAGER

1. Refer to RFP

EXHIBIT "H.1"

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT CONTRACTOR AFFIDAVIT
CONSTRUCTION MANAGER:** _____

AUTHORIZED OFFICER/AGENT & TITLE: _____

PROJECT OR JOB: _____

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 contracting with Owner has registered with and is participating in a federal work authorization program in accordance with applicable provisions and deadlines established in O.C.G.A. 13-10-91, unless contractor has NO EMPLOYEES (see below).

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Owner, 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.

The Construction Manager further agrees to maintain records of such compliance and provide a copy of each such verification to Owner at the time the subcontractor(s) is retained to perform such service.

CHECK ONE:

☐ I have **NO EMPLOYEES** and do not intend to hire any employees. I am attaching a copy of a state issued driver's license or state issued identification card in lieu of providing an E-Verify User Identification Number.*

OR

☐ I have **AT LEAST ONE EMPLOYEE**. My E-Verify User Identification Number (or "Company ID" number) and authorization date are listed below. (Consists of 4-6 numerical characters)

E-Verify User Identification Number Authorization Date

Signature of Authorized Officer or Agent of Contractor E-Mail Address

SUBSCRIBED AND SWORN BEFORE ME ON
THIS _____ DAY OF _____, 2025 My Commission Expires
on: _____

Notary Public

**a driver's license or identification card shall only be accepted if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card. Copies of such driver's license or identification card must be attached to this affidavit and forwarded to the Owner.*

EXHIBIT "H.2"

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT SUB-CONTRACTOR
AFFIDAVIT**

SUB-CONTRACTOR: _____

AUTHORIZED OFFICER/AGENT & TITLE: _____

PROJECT OR JOB: _____

By executing this affidavit, the undersigned Sub-contractor verifies its compliance with O.C.G.A. 13-10-91. Stating affirmatively that the individual, firm, or corporation which is contracting with Owner has registered with and is participating in a federal work authorization program in accordance with applicable provisions and deadlines established in O.C.G.A. 13-10-91, unless contractor has NO EMPLOYEES (see below).

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Owner, Construction Manager will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-08 or a substantially similar form.

The Sub-Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Owner at the time the subcontractor(s) is retained to perform such service.

CHECK ONE:

☐ I have **NO EMPLOYEES** and do not intend to hire any employees. I am attaching a copy of a state issued driver's license or state issued identification card in lieu of providing an E-Verify User Identification Number.*

OR

☐ I have **AT LEAST ONE EMPLOYEE**. My E-Verify User Identification Number (or "Company ID" number) and authorization date are listed below. (Consists of 4-6 numerical characters)

E-Verify User Identification Number Authorization Date

Signature of Authorized Officer or Agent of Contractor E-Mail Address

SUBSCRIBED AND SWORN BEFORE ME ON
THIS _____ DAY OF _____, 2025 My Commission Expires
on: _____

Notary Public

*a driver's license or identification card shall only be accepted if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card. Copies of such driver's license or identification card must be attached to this affidavit and forwarded to the Owner.

City Schools of Decatur CM at Risk

EXHIBIT "I"

**ALLOWANCES, UNIT PRICES, CLARIFICATIONS OR LIMITATIONS UPON WHICH THE
GMP IS BASED**

Owner:
Initials: _____

Construction Manager:
Duly authorized officer's initials: _____

EXHIBIT "J"
WORK SITE RULES

1. All trades shall have a designated foreman or supervisor on the job site while they are working. The foreman or supervisor shall sign in daily at the job site and indicate how many workers are on the site.
2. All material deliveries shall be coordinated with the Construction Manager's on-site superintendent.
3. All visitors to the job site shall check in with the Construction Manager's supervisor as soon as they come on the property.
4. All individuals shall park personal and work vehicles in areas designated by the Construction Manager's superintendent.
5. All individuals present at the job site shall comply with all applicable Federal, State, and local safety regulations. Hard hats shall be worn by all construction personnel and authorized visitors within the limits of construction. Protective eyewear hearing protection, respirators, dust masks, and gloves shall be worn as needed.
6. All individuals present at the job site shall comply with local noise and work hour regulations or ordinances.
7. Hard-soled shoes shall be worn. Shirts are required. All workers shall dress appropriately for weather and work conditions.
8. No smoking is permitted on or near the job site.
9. No drugs or alcoholic beverages are allowed on the job site, before, during or after work hours.
10. No pets associated with the Construction Manager or Subcontractors will be allowed at the job site.
11. All workers shall use the chemical toilet provided by the Construction Manager.
12. Profanity, offensive language, unprofessional behavior, and unkempt appearances will not to be tolerated.
13. Workers may eat on site only in areas designated by the Construction Manager's superintendent. Food debris shall be disposed of in approved containers.
14. All individuals shall treat other individuals present at the job site with respect and sensitivity to racial, cultural, and gender differences.
15. Workers shall not communicate or associate with students, parents, or employees of City Schools of Decatur.
16. All workers shall remain within the limits of construction and shall not enter any of the Owner's other facilities.
17. Trespassing on adjacent property will not be tolerated.
18. Everyone is responsible for protecting the Owner's property as well as the work of other trades. Any damage or installation conflicts shall be reported immediately to the Construction Manager's superintendent.
19. Radios shall not be used.
20. The job site shall be kept tidy. All materials and tools shall be kept in a safe and orderly fashion. Clean up and remove your construction debris on a daily basis. Each trade is responsible for cleaning up after themselves.

The undersigned agrees to comply with the site rules listed above while working on the City Schools of Decatur's project:

Construction Manager's Signature

Date

Witness Signature

Date

Print Name

Print Name

EXHIBIT "K"

REQUEST FOR PROPOSAL SUMMARY

EXHIBIT "L"

RFP CONSTRUCTION MANAGER'S SUBMISSION SUMMARY

EXHIBIT "M"
PERFORMANCE BOND

Northside Education Inc., d/b/a City Schools of Decatur

KNOW ALL MEN BY THESE PRESENTS THAT

to as the "Principal"), and

(as SURETY COMPANY, hereinafter referred to as the "Contractor's Surety"), are held and firmly bound unto **Board of Education of The City of Decatur** (as OWNER, hereinafter referred to as the "Owner"), for the use and benefit of the Owner, in the sum of

Dollars (\$_____._____), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the Owner for the construction of a project known as Probate Courtroom & Adjacent Spaces renovation & expansion (hereinafter referred to as "the Project"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "Contract").

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor's 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 but not limited to, any damages for delay, 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 and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;
2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the Owner to the Contractor's Surety; and
 - b. The means, method, or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the Owner.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below.

_____ (print)

Title: _____

Date: _____

(SEAL)

_____ (print)

Title: _____

Date: _____

_____ (print)

Title: _____

Date: _____

(SEAL)

____ (signature)

_____ (print)

Title:

Date:

(ATTACH SURETY'S POWER OF ATTORNEY)

EXHIBIT "N"
PAYMENT BOND

Northside Education Inc., d/b/a City Schools of Decatur

KNOW ALL MEN BY THESE PRESENTS THAT
_____ (as CONTRACTOR, hereinafter referred to
as the "Principal"), and

_____ (as SURETY
COMPANY, hereinafter referred to as the "Contractor's Surety"), are held and firmly bound unto
Board of Education of the City of Decatur (as OWNER, hereinafter referred to as the
"Owner"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of

_____ Dollars (\$_____.__), lawful
money of the United States of America, for the payment of which the Principal and the Contractor's
Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement
with the Owner for the construction of a project known as Probate Courtroom & Adjacent Spaces
renovation & expansion (hereinafter referred to as "the Project"), which agreement is incorporated
herein by reference in its entirety (hereinafter referred to as the "Contract").

NOW THEREFORE, the condition of this obligation is such that if the Principal shall
promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and
materials used or reasonably required for use in the performance of the Contract, then this
obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any subcontractor, person, party, partnership,
corporation, or other 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 the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the Owner, or the filing of a Lien
against the property of the Owner affected by the Contract, the Contractor's Surety shall either
settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in
the Contract.

The Parties further expressly agree that any action on this Bond may be brought within
the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed
their corporate seals and caused this obligation to be signed by their duly authorized officers, as
set forth below.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR ("Principal"):

By: _____ (signature)

_____ (print)

Title: _____

Date: _____

Attest:

_____ (signature)

_____ (print) (SEAL)

Title: _____

Date: _____

CONTRACTOR'S SURETY:

By: _____ (signature)

_____ (print)

Title: _____

Date: _____

Attest:

(SEAL)

_____ (signature)

_____ (print)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)