



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

#21RFP22421K-DB

**CONSTRUCTION MANAGEMENT AT RISK SERVICES
FOR THE NEW
FULTON COUNTY ANIMAL SHELTER FACILITY**

For

**REAL ESTATE AND ASSET MANAGEMENT
DEPARTMENT**



**GEORGIA
CORPORATIONS
DIVISION**

GEORGIA SECRETARY OF STATE

**BRAD
RAFFENSPERGER**

HOME (<https://ecorp.sos.ga.gov/>)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **THE WINTER GROUP
OF COMPANIES, INC.** Control Number: **K725747**

Business Type: **Domestic Profit
Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **5616 PEACHTREE
ROAD, Suite 100,
ATLANTA, GA,
30341, USA** Date of Formation /
Registration Date: **7/24/1997**

State of Formation: **Georgia** Last Annual
Registration Year: **2022**

REGISTERED AGENT INFORMATION

Registered Agent
Name: **REID, STEVEN BRENT**

Physical Address: **5616 PEACHTREE ROAD STE 100, ATLANTA, GA, 30341, USA**

County: **Dekalb**

OFFICER INFORMATION

Name	Title	Business Address
BRENT REID	CEO	5616 Peachtree Road, Suite 100, ATLANTA, GA, 30341, USA
RALPH MUMME	CFO	5616 Peachtree Road, Suite 100, ATLANTA, GA, 30341, USA
RALPH MUMME	Secretary	5616 Peachtree Road, Suite 100, ATLANTA, GA, 30341, USA

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Office of the Georgia Secretary of State Attn: 21RFP, 11th Floor, Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	JOHNSON CONSTRUCTION SERVICES LLC	Control Number:	10076472
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
Business Purpose:	NONE		
Principal Office Address:	Post Office Box 1914, Duluth, GA, 30097, USA	Date of Formation / Registration Date:	11/2/2010
State of Formation:	Georgia	Last Annual Registration Year:	2022

REGISTERED AGENT INFORMATION

Registered Agent Name: **Johnson, Lee**
Physical Address: **236 Forsyth Street, Atlanta, GA, 30303, USA**
County: **Fulton**

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OWNER – CONSTRUCTION MANAGEMENT AGREEMENT

CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE NEW FULTON COUNTY ANIMAL SHELTER FACILITY

Project No. 21RFP22421K-DB

Contractor: WINTER JOHNSON GROUP

5616 Peachtree Road
Address: Chamblee, Georgia 30341

Telephone: 404 790-8985

Contact: Brent Reid and Artis L. Johnson

Email: breid@wintercompanies.com and ajohnson@winterjohnsongroup.com

THIS AGREEMENT is effective as of the 5th day of August, 2021, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONSTRUCTION MANAGER in accordance with all provisions of this Construction Management Agreement ("Contract"), which consists of the following:

The specific Exhibits of this Contract are as follows:

- Addenda
- Exhibit A: General Conditions
- Exhibit B: Supplemental Terms and Conditions
- Exhibit C: Scope of Work
- Exhibit D: Form A – Pre-Construction Services Fee
- Exhibit E: Form B – Construction Fee %
- Exhibit F: Form C – General Conditions Costs
- Exhibit G: Bid Bond
- Exhibit H: Purchasing Forms
- Exhibit I: Office of Contract Compliance Forms
- Exhibit J: Risk Management Insurance Provisions Forms
- Exhibit K: Special Conditions

WITNESSETH: That the said Construction Manager has agreed, and by these presents does agree with the said County, for and in consideration of a Contract Price for Pre-Construction Services described in the Scope of Work described in 00700-92 of the General Conditions attached as Exhibit A, and Supplemental Terms and Condition attached as Exhibit B, in the amount of **Zero Dollars and No Cents, (\$0.00)** as indicated on Exhibit D and Construction Management Services for a Construction Fee not to exceed **(2.75%)** of construction value as indicated in Exhibit E and as indicated on Exhibit F General Conditions Costs of **One Million Eight Hundred Seventy Eight Thousand Seven Hundred Fifty-Six Dollars and No Cents, (\$1,878,756.00)**, which include cost of the project building permit of **\$243,750.00**, and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached as Exhibit G to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Construction Manager, General Conditions, Supplemental Terms and Conditions attached as Exhibit B, and this Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans, Specifications Contract Documents and listed in the Request for Proposal entitled:

#21RFP22421K-DB
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE NEW FULTON COUNTY ANIMAL SHELTER FACILITY

The Construction Manager, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within 124 calendar days from the Notice to Proceed or the date work begins, whichever comes first. The Construction Manager shall remain responsible for performing, in accordance with the terms of the Contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days. The Construction Manager shall agree that in the performance of this Contract he will comply with all lawful agreements, if any, which the Construction Manager has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

As full compensation for the faithful performance of this Contract, the County shall pay the Construction Manager in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Construction Manager shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Construction Manager shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

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

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

This Contract constitutes the full agreement between the parties, and the Construction Manager shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date

on which a fully executed and approved counterpart hereof is delivered to the Construction Manager and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Construction Manager and his sureties are finally released by the County.

If during the course of performing the Work, the County and the Construction Manager agree that it is necessary to make changes in the Work as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form a Change Order to this Agreement and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

NOTICES:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Joe Davis
Director
Real Estate and Asset Management
Address: 141 Pryor Street, S.W., Suite 1160
Telephone: (404) 612-3772
E-mail: joe.davis@fultoncountyga.gov

With a copy to:

Felicia Strong-Whitaker
Chief Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
E-mail: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Construction Manager shall be addressed as follows:

Brent Reid
Address: 5616 Peachtree Road
Telephone: (404) 822-1209
Email: breid@wintercompanies.com
Attention: Brent Reid

and

Artis L. Johnson
Address: 5616 Peachtree Road
Telephone: (404) 790-8985
Email: ajohnson@winterjohnsongroup.com
Attention: Artis L. Johnson

Monthly Invoices: The Construction Manager shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all supporting documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Construction Manager by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11- 7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Construction Manager shall submit all invoices in original and one (1) copy to:

Fulton County Government
Address: 141 Pryor Street, S.W., Suite 7001
Atlanta, Georgia 30303
Attention: Finance Department – Accounts Payable

Construction Manager's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

The Report accompanying the Monthly Invoice is described in the General Conditions and Supplemental Terms and Conditions included within this agreement.

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Construction Manager when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Acceptance of Payments by Consultant; Release. The acceptance by the Construction Manager of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Construction

Construction Management at Risk Services for the New Fulton County Animal Shelter Facility Agreement Form Owner — Construction Manager Agreement

Manager, within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

Payments during construction will be process as described in General Conditions and Supplemental Terms and Conditions attached as Exhibits A and B.

Confidentiality:

The Construction Manager agrees that its conclusions and any reports are for the confidential information of the County and/or its Program Manager (PMT), and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the County and/or its PMT, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Construction Manager pursuant thereto and any equipment paid for by the County as a result of this Agreement, shall become the property of the County and be delivered to the **Department of Real Estate and Asset Management**.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the County.

It is further agreed that if any information concerning the Project, its conduct, results, or data gathered or processed should be released by Construction Manager without prior approval from the County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Construction Manager, but should any such information be released by the County or by the Construction Manager with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

Insurance and Risk Management Provisions:

The Construction Manager will be responsible for their insurance coverage, at coverage's shown in Section 7 of the RFP, for the Pre-Construction Phase of the project.

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

Bonding Requirements:

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

- A. Any surety bond submitted in accordance with the RFP or Agreement requirements must be issued by a corporate surety company satisfactory to the County and authorized to act as such in the State of Georgia.
- B. Such bonds shall conform to the forms provided with the RFP documents and be completed in accordance with the instructions.
- C. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the Construction Manager, each in an amount not less than the total amount agreed upon under the GMP Amendment. The performance bond shall remain in effect for one (1) year after final acceptance of the work.
- D. The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Alterations, extensions of the time allowed for performance, extra and additional work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

Payment & Performance Bond — The Construction Manager must provide a Payment Bond and Performance Bond. The initial Payment & Performance Bond will be for the value of the Pre-Construction Services. The value for the Payment & Performance Bond for the remainder of the costs will be included in the GMP. The Payment and Performance Bond Forms can be found in Section 9 of RFP #21RFP22421K-DB.

Contract Compliance:

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

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

A. PRE-CONSTRUCTION PHASE

The Prime Contractor (Construction Manager) must complete Contract Compliance Requirements Exhibits A — C, and provide an Equal Business Opportunity Plan (EBO Plan) per the directions detailed in this section at time of proposal submission.

Prime Contractor must submit:

1. Exhibit A – Promise of Non-Discrimination
2. Exhibit B1 – Schedule of Intended Subcontractor Utilization
3. Exhibit B2 – Subcontractors & Suppliers Form
4. Exhibit C – Subcontractor Contact Form Utilization Plan

Subcontractor(s) must submit:

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

1. Exhibit A – Promise of Non-Discrimination
2. Exhibit B1 – Schedule of Intended Subcontractor Utilization
3. Exhibit B2 – Subcontractors & Suppliers Form

B. 50% CONSTRUCTION DOCUMENTS PHASE

The Prime Contractor (CM or "Construction Manager) must identify the major subcontractors that will be utilized during the construction phase (i.e, site, site utilities, foundation, steel, electrical, plumbing, etc.) at fifty percent (50%) of the construction document stage. Subcontractors identified at this point should be as a result of bid packages that have been developed, then advertised on Fulton County Bid Board, and received bids in Fulton County Purchasing Department. If, due to design progress, bid packages are not ready by 50% Construction Documents, the CM shall utilize their internal estimating resources to estimate line items mentioned previously in order to submit their complete and detailed GMP pricing at 50% Construction Documents. The following exhibits are required to be submitted at 50% Construction Documents with the GMP submission:

Prime Contractor must submit:

1. Exhibit B1 – Schedule of Intended Subcontractor Utilization
2. Exhibit B2 – Subcontractors & Suppliers Form
3. Exhibit C – Subcontractor Contact Form Utilization Plan

Subcontractor(s) must submit:

1. Exhibit A – Promise of Non-Discrimination

C. 100% CONSTRUCTION DOCUMENTS PHASE

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

Prime Contractor must submit:

1. Exhibit B1 – Schedule of Intended Subcontractor Utilization
2. Exhibit B2 – Subcontractors & Suppliers Form
3. Exhibit C – Subcontractor Contact Form Utilization Plan

Subcontractor must submit:

1. Exhibit A – Promise of Non-Discrimination

This agreement was approved by the Fulton County Board of Commissioner on Wednesday, July 14th, 2021; Item #21-0521.

SIGNATURES NEXT PAGE

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONSTRUCTION MANAGER:

WINTER JOHNSON GROUP

DocuSigned by:

S. Brent Reid

Brent Reid,
Managing Member

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:



DocuSigned by:

Artis L. Johnson

Artis L. Johnson,
Managing Member

ATTEST:

DocuSigned by:

Denzel Stewart

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph N. Davis

Joseph N. Davis, Director
Real Estate and Asset Management

Ralph F. Mumme

Secretary/
Assistant Secretary

(Affix Corporate Seal)



ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: 2021-0521 RM: 7/14/2021
REGULAR MEETING

ADDENDA



Date: March 12, 2021

Project Number: 21RFP22421K-DB

Project Title: CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE NEW
FULTON COUNTY ANIMAL SHELTER FACILITY

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 7th day of April, 2021.

Winter Johnson Group
Legal Name of Bidder/Proposer


Signature of Authorized Representative

Managing Member | Winter Johnson Group
Title



Date: March 25, 2021

Project Number: 21RFP22421K-DB

Project Title: CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE NEW
FULTON COUNTY ANIMAL SHELTER FACILITY

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

ADDENDUM NO. 2

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 2, 7th day of April, 2021.

Winter Johnson Group

Legal Name of Bidder/Proposer

Signature of Authorized Representative

Managing Member | Winter Johnson Group

Title



Date: April 8th, 2021

Project Number: 21RFP22421K-DB

Project Title: CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE NEW
FULTON COUNTY ANIMAL SHELTER FACILITY

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 3

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 3, 8th day of April, 2021.

Winter Johnson Group
Legal Name of Bidder/Proposer

Signature of Authorized Representative

Managing Member | Winter Johnson Group

Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

00700-1 FAMILIARITY WITH SITE

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

00700-2 CONTRACT DOCUMENTS

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

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

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

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

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

Drawings and Specifications:

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

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

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

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

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

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

CM shall prepare, maintain and submit to Design Professional and Owner, for their review and approval, the various logs, reports, schedules as set forth in this agreement. CM's complete performance of its obligation to prepare, maintain and submit those logs, reports and schedules is a condition precedent to Owner's obligation hereunder to make any payments to CM. These logs, reports and schedules shall not

constitute nor take the place of any notice required to be given by CM to Owner or Design Professional pursuant to the Contract Documents.

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

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

00700-3 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Manual - The Contract Documents.

Provide shall mean to furnish and install.

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

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the CM of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other

things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

00700-4 CODES

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

00700-5 REVIEW OF CONTRACT DOCUMENTS

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

00700-6 STRICT COMPLIANCE

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

00700-7 APPLICABLE LAW

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

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured by the CM. Owner shall reimburse CM for Building and land disturbance permits only. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the CM, the CM shall not be entitled to additional compensation or time. The CM shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

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

00700-9 TAXES

- A. The CM shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the CM which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The CM shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The CM shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the CM for payment of any tax from which it is exempt.
- B. The CM is obligated to comply with all local and State Sales and Use Tax laws. The CM shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the CM. All refunds will accrue to the Owner.

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

00700-10 DELINQUENT CONTRACTORS

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

00700-11 LIEN WAIVERS

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

00700-12 MEASUREMENT

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

00700-13 ASSIGNMENT

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

00700-14 FOREIGN CONTRACTORS

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

00700-15 INDEMNIFICATION

The CM hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the CM's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with

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

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

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

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

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

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

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

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

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

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

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

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

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

00700-17 ADMINISTRATION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

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

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

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

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

00700-20 DISCIPLINE ON WORK SITE

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

00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the County's or County's Authorized Representative prior written consent to other work hours. It is further understood that the CM's construction schedule is based on a normal 40 hours, five-day work week, less Fulton County-recognized holidays. CM work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The

County's current noise ordinance or other applicable ordinance shall govern. If the CM desires to work in excess of this limit, the CM shall submit a written request to the County or designated County Agent, a minimum of five days prior to the desired work date. The CM shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including but not limited to CM Agent, Special Inspector, Inspectors or Material Testing personnel overtime. The cost associated with CM Agent, Special Inspector, Inspectors or Material Testing personnel overtime or any other direct or indirect costs, shall be deducted from the CM's monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

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

00700-23 RIGHT OF ENTRY

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

00700-24 NOTICES

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

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

Three days after depositing in the United States mail a certified letter addressed to the CM or the Authorized Representative for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the CM. The CM's mailing address shall be the address stated in its proposal or as it shall have most recently notified the County or County's Authorized Representative in writing.

00700-25 SAFETY

A. SAFETY, HEALTH AND LOSS PREVENTION

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

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

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

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

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

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

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating thereto. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

1. The CM shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.
2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the CM shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of CM by this Agreement.
3. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by CM from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by CM to condition at least equal to that existing at the time of CM's commencement of the Work.

E. SAFETY EQUIPMENT

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

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the CM shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.
2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the CM. The CM shall defend, indemnify and hold the County, its officers, agents, employees and PMT harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the CM shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the CM or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

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

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

1. The CM recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The CM shall indemnify, defend and hold the County, County's Agents, and PMT harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the CM, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The CM shall not be relieved of its responsibilities under the safety requirements of the Contract should the County, County's Agent(s), and PMT act or fail to act pursuant to its rights hereunder.
2. The CM shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure CM operates safely, it being understood and agreed that no such failure shall relieve the CM from its obligation to assure safe operations or from its obligation to so indemnify. The CM also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.
3. In any and all claims against those indemnified hereunder by any employee of the CM, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages,

compensation or benefits payable by or for the CM or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 BLASTING AND EXCAVATION

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

00700-27 HIGH VOLTAGE LINES

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

00700-28 SCAFFOLDING AND STAGING

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

00700-29 CLEAN-UP

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

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

00700-30 PROTECTION OF WORK

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

00700-31 REJECTED WORK

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

00700-32 DEFECTIVE WORK

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

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the CM to the extent

appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

00700-33 WARRANTY OF NEW MATERIALS

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

00700-34 CM'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 00700-84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the CM shall correct such work promptly after receipt of written notice from the County or County's Authorized Representative to do so. This obligation shall survive both final payment for the work and termination of the contract.

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

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

00700-36 WARRANTIES IMPLIED BY LAW

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

00700-37 STOP WORK ORDERS

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

00700-38 TERMINATION FOR CAUSE

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

00700-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the CM, terminate the whole or any portion of the work for the convenience of the County. The effective date of the terminations shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In

addition, in the event this agreement has been terminated due to the default of the CM, and if it is later determined that the CM was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, CM will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the County, County's Agent or Program Manager and submitted to the CM which shall itemize each task element and briefly state what work has been completed and what work remains to be done. CM shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

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

00700-42 COST TO CURE

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

00700-43 ATTORNEY'S FEES

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

00700-44 CM'S RESPONSIBILITIES UPON TERMINATION

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

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

- a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and
 - b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the County or County's Agent, any property described in Section 6 of this paragraph, provided, however, that the CM shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the CM pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the County or County's Agent may direct, for the protection and preservation of the property related to the agreement which is in the possession of the CM and in which the County has or may acquire an interest.

00700-45 RECORDS

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

00700-46 DEDUCTIONS

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

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

00700-47 REIMBURSEMENT OF THE COUNTY

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

00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

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

00700-49 COMMENCEMENT AND DURATION OF WORK

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

00700-50 TIME OF THE ESSENCE

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

00700-51 IMPACT DAMAGES

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

00700-52 DELAY

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

00700-53 INCLEMENT WEATHER

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

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

00700-54 DELAY - NOTICE AND CLAIM

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

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

00700-55 STATEMENT OF CLAIM - CONTENTS

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

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CM

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

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

00700-57 DILIGENCE

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

00700-58 SET-OFFS

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

00700-59 REMEDIES CUMULATIVE

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

00700-60 TITLE TO MATERIALS

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

00700-61 INSPECTION OF MATERIALS

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

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

00700-62 OWNERS PRESENCE DURING TESTING

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

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

00700-63 MATERIALS INCORPORATED IN WORK

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

00700-64 STORAGE OF MATERIALS

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

00700-65 PAYROLL REPORTS

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

00700-66 CMS' REPRESENTATIVE

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

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

00700-67 SPECIALTY SUB-CONTRACTORS

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

00700-68 INSPECTION BY THE OWNER

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

00700-69 WORK COVERED PRIOR TO OWNER'S INSPECTION

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

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

00700-70 SCHEDULING OF THE WORK

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

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

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

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

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

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

00700-72 PROGRESS PAYMENTS

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

00700-73 TIME OF PAYMENT

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

00700-74 RETAINAGE

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

00700-75 PAYMENT OF SUBCONTRACTORS

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

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

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

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

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

00700-78 PAYMENTS IN TRUST

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

00700-79 JOINT PAYMENTS

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

00700-80 RIGHT TO WITHHOLD PAYMENT

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

00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

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

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

00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

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

00700-83 COMMENCEMENT OF WARRANTIES

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

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

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

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

00700-85 DOCUMENTATION OF COMPLETION OF WORK

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

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;
- b. The surety's consent to final payment; and
- c. Any other data reasonably required by the County or Program Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts. The CM shall also provide all Operations & Maintenance Manuals, attic stock, as-built documents, owner training and associated video tape, warranties (material, labor, and special warranties) prior to final payment being due.

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

00700-86 GOVERNING LAW

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

00700-87 CHANGES IN THE WORK

A. CHANGE ORDERS

1. A Change Order is a written order to the CM signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with CM providing detailed supporting documentation as required by the Owner or County's Authorized Representative. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the CM indicates the CM's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.
2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the CM may be adjusted accordingly.
3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
 - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
 - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - d. By the method provided in Subparagraph A.4 below.
4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the CM, provided a written order signed by the Owner is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Owner on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.
 - a. In such case, and also under Subparagraph 3a above, the CM shall keep and present, in such form as the Owner may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
 - b. All hourly rate charges shall be submitted to the Owner for prior review and approval. All hourly rate charges shall be properly supported as required by the Owner with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.
5. In Subparagraphs 3 and 4 above, the items included in "Cost and "Overhead" shall be based on the following schedule:

- a. Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.
- b. Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the CM's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the CM's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.

In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the CM, the CM may, at the sole direction of the Owner, be allowed to incorporate these charges into the agreement cost for the change.

- 6. In the event a requested change is approved by Owner which results in either an increase or decrease to the Contract Amount, a Change Order shall be issued which increases or decreases the GMP by the amount of CM's actual and reasonable direct Cost of the Work (including bond premiums). In the event such Change Work is performed by subcontractors or sub-subcontractors, a maximum ten percent (10%) markup for each of those subcontractors and sub-subcontractors for all overhead and profit on their direct labor and material costs and actual equipment costs shall be permitted. CM shall not be entitled to any mark-up for Change Order work, nor shall the Construction Management Fee be increased as a result of any Change Order Work. Provided, however, if at the time final payment is made to CM the total cost of the Work has been increased by ten (10%) percent of the original GMP amount, CM shall be entitled to an increase to the Construction Management Fee in the amount of a fixed percentage of the amount that exceeds the sum of the original GMP as agreed to by Owner. If at the time final payment is made to CM the total Cost of the Work has been decreased by approved Change Orders in an amount causing the original GMP set forth in the GMP Amendment to be reduced by more than ten (10%) percent of the original GMP amount, not taking into consideration for the purpose of this calculation any Deductive Change Orders associated with Owner's direct purchase program, buy out savings or with Owner's Owner Controlled Insurance Program (OCIP), (Said reduction amount being referred to herein as the "Reduction"), then Construction Management Fee shall be reduced in the amount of a fixed percentage of the Reduction amount.
- 7. Owner shall have the right to conduct audits of CM's books and records, as well as those of its subcontractors and suppliers to verify the accuracy of CM's claim with respect to CM's costs associated with any Change Order or Construction Change Directive.
- 8. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.

9. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **within seven calendar (7) days after the first observance** of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (7) days notice and Subparagraph C.1. below.
2. The CM shall promptly, and before such conditions are disturbed, notify the Owner in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Owner shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the CM's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the County or County's Agent.
3. No claim of the CM under this clause shall be allowed unless the CM has given the notice required in (a) above, prior to disturbing the condition.
4. No claim by the CM for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Owner in writing prior to the commencement of Work at the site. Failure of the CM to notify the Owner in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

1. If the CM wishes to request an increase in the Contract Sum, the CM shall give the Owner written notice thereof within seven (7) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be given by the CM before proceeding to execute the Work, except in an emergency endangering life or property in which case the CM shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the seven (7) days specified above. If the County and the CM cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the County. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.
2. If the CM claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the CM was not at fault, or any such order by the County or the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the CM shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the CM complies with Subparagraph C.1 above and approved by the County pursuant to Change Order Policy 800-6.

D. MINOR CHANGES IN THE WORK

The County or County's Agent may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive (Field Orders, Construction Change Directive) issued by the County or County's Authorized Agent, and shall be binding on the County and the CM. The CM shall carry out such written orders promptly.

E. BONDS

If any change order results in an increase in the contract price, the CM shall increase the penal sum of the performance and payment bonds to equal the increased price.

00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE

CM's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should CM disagree with any order for changes, he may submit a notice of potential claim to the Owner, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve CM of his obligation under Article 00700-87 of this Agreement.

00700-89 NO WAIVER OF REMEDIES

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

00700-90 LAND AND RIGHTS-OF-WAY

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the CM. The CM shall confine the CM's work and all associated activities to the easements and other areas designated for the CM's use. The CM shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the CM shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

No clearing or grading shall be completed by CM within a State Department of Transportation (DOT) area under construction. The CM must coordinate his construction scheduling with DOT.

If the CM begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the CM's work the DOT area.

The CM shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

CM shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The CM is responsible for obtaining any pertinent DOT revisions.

00700-92 SCOPE OF WORK

The Work to be provided by the CM pursuant to this Agreement shall be performed essentially in two phases; those being Pre-Construction Phase Services and Construction Phase Services. At the discretion of Owner, those two may overlap.

Provide Construction Management at Risk Services for the construction of the new 58,000 SF Animal Services Facility for Fulton County, including but not limited to:

A. Pre-Construction Services

a. Preliminary Design Review.

- i. The Construction Manager shall actively and jointly participate with the Owner and the Architect in formation of the final Project design.
- ii. The Architect is required, in accordance with schedule requirement, to provide preliminary design drawings. The Construction Manager shall promptly and in accordance with schedule requirements:
 1. familiarize itself with the preliminary design drawings;
 2. analyze and evaluate the constructability of the preliminary design drawings; and
 3. analyze and evaluate the preliminary design drawings in regard to the completeness of intended bid categories, conflicts or overlaps in the divisions of the Work, design details affecting construction, value engineering, identification of long-lead materials affecting the Construction Schedule, availability of labor and other factors affecting construction.
- iii. The Construction Manager and the Architect shall jointly schedule and attend regular meetings with the Owner to review and evaluate the preliminary design drawings.
- iv. The Construction Manager shall, in accordance with schedule requirements, notify the Architect in writing and assist the Architect with the resolution, of all problems, conflicts, defects or deficiencies identified during the review and evaluation of the preliminary design drawings.
- v. Upon completion of the preliminary design drawings, the Architect is required, in accordance with schedule requirement, to prepare and submit a preliminary estimate of Total Project Construction Cost broken down by line item into major construction disciplines and systems.
- vi. The Construction Manager shall, in accordance with schedule requirements, review the preliminary estimate of Total Project Construction Cost and promptly inform the Owner and the Architect of recommended adjustments, if any.

b. Construction Documents Review.

- i. The Construction Manager is required, in accordance with the schedule requirements, to Review Construction Documents and other information.
- ii. The Construction Manager shall, in accordance with schedule requirements, review applicable Construction Schedule(s), the estimate of Total Project Construction Cost, the cost of local utilities, fees for permits and licenses, any modifications necessitated by local conditions, other information necessary for a full understanding of the Project, and the review Construction Documents. The Construction Manager shall:
 1. examine the review Construction Documents for clarity, adequacy of detail, consistency, accuracy and completeness;
 2. identify conflicts, omissions or overlaps in the proposed divisions of the Work, evaluate the completeness of intended bid categories, and identify unusual design details affecting construction cost and schedules;
 3. apply established value engineering principles and practices to reduce the cost of the Project;

4. identify factors with the potential to impact the Construction Schedule such as materials with long lead time, the unavailability of required labor, and other factors and make suggestions for acceptable alternatives;
 5. evaluate and make suggestions to optimize Site utilization;
 6. recommend proposed modifications or alternatives to the review Construction Documents based on its evaluation and review;
 7. notify the Owner and the Architect in writing of any variances between the Construction Documents and applicable laws, statutes, building codes, rules and regulations of which it is aware; and
 8. notify the Owner and the Architect in writing of all problems, conflicts, defects or deficiencies in the review Construction Documents of which it is aware or should be aware.
 - iii. The Construction Manager shall, in accordance with schedule requirements, assist the Architect with the resolution of all problems, conflicts, defects or deficiencies identified during the review and evaluation of the review Construction Documents.
 - iv. Upon completion of the examination of the review Construction Documents, the Architect is required, in accordance with schedule requirements, to prepare and submit a final estimate of Total Project Construction Cost.
 - v. Upon completion of the examination of the review Construction Documents, the Construction Manager, in accordance with schedule requirements, shall prepare and submit a final estimate of Total Project Construction Cost.
 - vi. If the final estimates of Total Project Construction Cost by the Construction Manager and the Architect differ materially, the Construction Manager and the Architect shall meet promptly to reconcile the discrepancies between their estimates so as to permit submission to the Owner of a final estimate of Total Project Construction Cost on which both the Architect and the Construction Manager agree.
- c. Planning and Scheduling:
 - i. Construction Schedule. The Construction Manager understands and acknowledges the Owner's intent that the Project will be complete by the Date of Substantial Completion. The Construction Manager shall timely prepare and submit the Construction Schedule for the Owner's review and approval. The Construction Schedule shall complement, and shall not conflict with, the Design Schedule.
 - ii. The Construction Manager shall establish and timely submit for Owner review:
 1. Project cost control procedures;
 2. Project reporting procedures;
 3. Project Manual;
 4. Quality Management Program;
 5. Local small business participation plan; and
 6. Staffing Plan for the Construction period.
- d. Guaranteed Maximum Price Proposal.
 - i. Guaranteed Maximum Price Proposal. The Construction Manager shall prepare and deliver to the Owner, with copies to the Architect, a Guaranteed Maximum Price ("GMP") proposal. The Construction Manager shall, at a minimum, include in the GMP proposal:

1. a recital of the specific Construction Documents, including drawings, specifications, and all addenda thereto, used in preparation of the GMP proposal;
2. the three elements of the Construction Contract Price:
 - a. General Conditions Guaranteed Maximum Cost;
 - b. estimated Subcontractors Cost or Subcontractor bids, detailed by each subcontract, trade or bid division, and including a reasonable, separately stated maximum contingency amount for each subcontract, trade or bid division (any unused contingency will revert back to the owner in the form of a deductive change order at the end of the project); and
 - c. the actual lump sum amount of the Construction Management Fee;
3. a description of all other inclusions to or exclusions from the GMP;
 - a. all assumptions and clarifications;
 - b. the proposed Date of Substantial Completion upon which the GMP is based;
 - c. an outline of preliminary Construction Schedule showing proposed start and finish dates of major components of construction; and
 - d. the date by which the GMP proposal must be accepted by the Owner.
- e. General Conditions Cost. The General Conditions Costs for which the Construction Manager may be paid pursuant to this Agreement shall be limited to the amounts actually and reasonably incurred and paid by the Construction Manager in the interest of the Project, and in performance of Services and the Work. For the purposes of this contract, the general conditions costs are based on the construction duration of 14 months beginning in the 4th quarter of 2021. Items that are included within the General Conditions Costs for which the Construction Manager is entitled to no additional compensation include, without limitation:
 - i. Wages and salaries of the Construction Manager's supervisory, technical, administrative and clerical personnel engaged in supervision and management of the Work on or off the Project Site;
 - ii. Cost of fringe benefits, contributions, assessments and taxes, including for example such items as Unemployment Compensation and Social Security, to the extent that such cost is required by law and is based on the compensation paid to the Construction Manager's employees;
 - iii. Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value;
 - iv. Costs incurred to provide site safety and security, including temporary stairs, ladders, barricades, fire extinguishers, site security fences, perimeter protection, first aid, etc.
 - v. Costs of removal of debris (dumpsters, etc.) from the site, etc.;
 - vi. Costs of document reproduction including bid sets, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office, etc.;

- vii. That portion of the reasonable expenses of the Construction Manager's personnel incurred while traveling in discharge of duties directly connected with the Work;
 - viii. That portion of insurance (GL and Auto), Builders Risk, and P & P bond premiums that can be directly attributed to this Contract for Construction. Premiums shall be net of trade discounts, volume discounts, dividends and other adjustments;
 - ix. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract for Construction to pay;
 - x. Data processing costs directly related to the Work; however, these costs shall not include any hardware, software, or CADD costs unless approved by the Owner in writing;
 - xi. Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if approved by the Owner;
 - xii. The cost of obtaining and using all utility services (electric, gas, water, sewer,, etc.) required for the Work, etc.;
 - xiii. Cost of temporary use of permanent equipment;
 - xiv. The cost of crossing or protecting any public utility, if required, and as directed by the Owner;
 - xv. All reasonable costs and expenditures necessary for the operation of the site office, such as stationary, supplies, blueprinting, furniture, fixtures, office equipment and field computer services, provided that quantity and rates are subject to Owner's prior written approval;
 - xvi. The cost of secure off-site storage space or facilities approved in advance by Owner;
 - xvii. Printing and reproduction of the Construction Documents;
 - xviii. Rental charges for temporary facilities, and for machinery, equipment, and tools not customarily owned by construction workers; however any rental charge shall not exceed the purchase price of such facilities, machinery, equipment or tools;
 - xix. Costs for temporary toilet facilities, site surveys, field engineering, clean-up (daily and final), etc.;
 - xx. Other expenses or charges properly incurred and paid in the prosecution of the Work, with the prior written approval of the Owner.
 - xxi. General Condition's costs will be included in the Guaranteed Maximum Price (GMP).
 - xxii. If the project extends beyond the time noted in paragraph e above, through no fault of the CM, the CM will be compensated at a prorated rate calculated by their proposed General Conditions Costs divided by the number of months for the contract duration as noted above, for each month that the contract is extended. If the extension is for less than a month, the prorated amount will be calculated by taking the monthly rate as calculated above divided by 30 for each day that the project is extended.
- f. Construction Management Fee. Items within the Management Fee for which the Construction Manager is entitled to no additional compensation include, without limitation:
- i. direct costs incurred with the exception of those specifically enumerated compensable as a General Conditions Cost or a Subcontracts Cost;
 - ii. the cost of Construction Manager's home or branch office employees or consultants not at the Project Site;

- iii. non-field office (home and branch office) operational expenses such as telegrams, telephone service and long-distance and zone telephone charges, postage, office supplies, expressage, and other similar expenses;
 - iv. data-processing costs indirectly related to the Work; including hardware, software, and CAD costs;
 - v. cost of all non-project specific insurance;
 - vi. all general operating expenses;
 - vii. all capital expenses, including any interest;
 - viii. all sales, use or similar taxes related to the Project imposed by any governmental authority on the Construction Manager's services and non-reimbursable costs;
 - ix. any costs which would cause the Construction Price to exceed the GMP; and
 - x. any costs or expenses incurred by the Construction Manager, not included in the General Conditions Cost, for provision of management services necessary to complete the Project in an expeditious and economical manner consistent with this Contract for Construction and the best interests of the Owner.
- g. The Construction Manager acknowledges that the Construction Documents may be incomplete at the time the Construction Manager delivers the GMP proposal, and that the Construction Documents may not be completed until after commencement of the Work. Nevertheless, the GMP proposal shall include payment for Work required by the completed Construction Documents, and if the GMP proposal is accepted by the Owner, the Construction Manager shall be entitled to no increase in the GMP if the Work required by the completed Construction Documents:
- i. is required by this Contract for Construction,
 - ii. is reasonably inferable from the incomplete documents,
 - iii. is consistent with the Owner's stated goals and program objectives,
 - iv. is consistent with general industry standards for completion of the Work,
 - v. is not a substantial enlargement of the scope of Work portrayed by the incomplete documents, or
 - vi. substantially conforms to the nature, type, kind or quality of Work depicted in the incomplete documents.
- h. If the GMP proposal is unacceptable to the Owner, the Owner shall promptly so notify the Construction Manager in writing. Within fourteen calendar days of such notification, the Owner, Professional(s) and Construction Manager shall meet to discuss and resolve any differences, inconsistencies, or misunderstandings and to negotiate recommended adjustments to the Work and/or to the GMP.
- i. The Owner may, at its sole discretion and based upon its sole judgment,
- i. indicate its acceptance of a GMP proposal;
 - ii. reject a GMP proposal;
 - iii. terminate the Project; or
 - iv. proceed to construct the Project using a party or parties other than the Construction Manager.
- j. If the Owner rejects a GMP proposal, neither party shall have any further obligation pursuant to the Contract for General Construction Management Services.

- k. If the Owner accepts a GMP proposal, the parties shall complete and execute the Exhibit G – Authorization for Construction, and the Owner shall issue a written notice to the Construction Manager (“Notice To Proceed”) establishing the date construction is to commence (the “Commencement Date”). The Construction Manager shall not expend any monies for construction prior to receipt of such Notice to Proceed without the written approval of the Owner.
- l. Price Guarantees.
 - i. Upon execution of the GMP, the Construction Manager guarantees that the Construction Price shall not exceed the GMP. All costs or expenses that would cause the Construction Price to exceed the GMP shall be borne by the Construction Manager unless adjusted by change order.
 - ii. Upon execution of the GMP, the Construction Manager guarantees that the General Conditions Cost shall not exceed the General Conditions Guaranteed-Maximum Cost and that all costs or expenses that would cause the General Conditions Cost to exceed the General Conditions Guaranteed-Maximum Cost shall be borne by the Construction Manager unless adjusted by change order.
 - iii. Upon execution of the GMP, the Construction Manager guarantees that,
 - 1. unless adjusted by change order, the final cost to the Owner of each individual subcontract, trade or bid division shall not exceed the sum total of the estimated cost and contingency for that subcontract, trade or bid division as set forth in the GMP;
 - 2. no unused contingency amount from any subcontract, trade or bid division shall be transferred, carried over or applied to any other subcontract, trade or bid division, but rather such unused contingency shall inure to the Owner’s benefit; and
 - 3. the cost of any subcontract, trade or bid division exceeding the sum total of the estimated cost and contingency for that subcontract, trade or bid division shall be borne by the Construction Manager unless adjusted by change order
 - iv. Upon execution of the GMP, the Construction Manager guarantees that to the extent the GMP proposal includes contingencies, no unused contingency shall be transferred, carried over or applied to any other GMP line item, but rather such unused contingency shall inure to the Owner’s benefit.

B. Construction Services

- a. Bidding and Negotiation.
 - i. See Fulton County CM Bid Package Procedures.
- b. Construction Supervision.
 - i. Commencing with the award of the first subcontract and terminating on the Date Of Final Completion, the Construction Manager shall provide the following services:
 - 1. The Construction Manager shall supervise and direct the Work at the Site. The Construction Manager shall, at a minimum, staff the Project Site with personnel who shall:
 - a. supervise and coordinate the Construction Manager’s personnel and act as its primary liaison with the Owner and the Owner’s Consultant(s);
 - b. coordinate trade contractors and suppliers, and supervise Site construction management services;

- c. be familiar with all trade divisions and trade contractors' scopes of Work, all applicable building codes, the Construction Documents, and this Contract For Construction;
 - d. check and review shop drawings and materials delivered to the Site, regularly review the Work to determine its compliance with the Construction Documents and this Contract for Construction, periodically confer with the appropriate Owner's consultant(s) to assure acceptable levels of quality; and
 - e. prepare and maintain Project records, process documents, and staff the Site field office.
 - 2. The Construction Manager shall promptly reject any Work which does not conform to the Construction Documents or which does not comply with any applicable law, statute, building code, rule or regulation of any public authority or agency of which it is aware. The Construction Manager shall immediately notify the Architect(s) and the Owner in writing when it has rejected any Work.
 - 3. The Construction Manager shall comply with and cause its subcontractors and suppliers to comply with the Project Construction Schedule and applicable sub-schedules. The Construction Manager shall obtain and review schedules from subcontractors and suppliers, coordinate sub-schedules with the Construction Schedule, and enforce compliance with the all applicable schedules to insure timely completion of the Work. If at any time a Project is delayed, the Construction Manager shall immediately notify the Owner of the probable cause(s) and possible alternatives and make recommendations to minimize expense to the Owner.
 - 4. The Architect will visit the Project Site at intervals appropriate to the stage of construction and with sufficient frequency to familiarize itself with the progress and quality of the Work and to inspect the Work. The Construction Manager shall request that the Architect visit the Site at additional times as the Construction Manager deems necessary to attend meetings, inspect the Work, and render interpretations regarding the Work necessary for the proper execution of the Work. The Architect's interpretations and decisions shall be final regarding the Construction Documents and the Work.
- c. Construction Manager's On-Site Facilities.
- i. Commencing at the Date of Commencement and terminating on the Date of Final Completion, the Construction Manager shall provide a Site field office and toilet facilities at the Project Site.
 - 1. The field office facilities shall be large enough to accommodate required meetings and shall include office furnishings and equipment such as desks, telephones, computers, copiers and other similar office equipment.
 - 2. The Construction Manager shall maintain in the Site field office, on a current basis, all necessary Construction Documents, schedules, shop drawings, product data, samples, purchase orders, maintenance manuals and instructions, daily logs, correspondence, memoranda, and all other Project-related documents.
 - 3. The Construction Manager shall provide temporary toilets at the Site for all workers for the duration of the construction period.

00700-93 RELATIONSHIP OF PARTIES

- A. CM accepts the relationship of trust and confidence established by this Agreement. CM covenants with Owner to cooperate with Design Professional Team; to utilize CM's best skill, efforts, and judgment in furthering the interest of the Owner; to furnish efficient business administration and

supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of the Owner. Further, the CM acknowledges that (i) it has represented to Owner that it has specific expertise in the planning, management and construction of Animal Services facilities and (ii) that such representation is a material inducement to Owner to enter into this Agreement.

- B. Wherever the terms of this Agreement refer to some action, consent, or approval (excluding approvals of Change Orders, Construction Change Directive or amendments to the Contract/Agreement) to be provided by Owner or some notice, report or document is to be provided to Owner, such reference to "Owner" shall mean Owner, Owner's staff, Owner's designee, Fulton County, County, County's staff, County's designee (to the extent such designee has been expressly authorized by Owner in writing, unless otherwise stated herein.

00700-94 CONTRACT AMOUNT

In consideration of the full and faithful performance by the CM of the covenants in the Contract/Agreement, Owner agrees to pay, or cause to be paid, to CM the following amounts (herein "Contract Amount"), in accordance with the terms of this Contract/Agreement:

- A. Pre-Construction Services. For all Pre-Construction Phase Services, including but not limited to, providing value engineering services, reviewing design phase documents for constructability, assisting and meeting with Design Professionals during the various design phases, Review Reports, Site Logistic and Material Handling Plans, Phased Construction Planning and Recommendation reports, developing and maintaining schedule, assisting and participating in LEED charrettes and preparing cost estimates, printing, office supplies, transportation, and Owner Transition Team Meetings, CM shall receive a fixed amount for pre-construction services as approved by the County, as the total lump sum compensation for its services. Monthly installment payment of the total lump sum compensation shall be based upon the percent completion of the designated portion of the Pre-Construction Services for each particular month and Owner's receipt of CM's written invoice for such payment, said invoice to be in a form reasonably acceptable to Owner. The final invoice shall not be submitted until either (i) the GMP Amendment is executed for the entire Work, or (ii) the parties fail to reach agreement on the GMP Amendment and Owner elects to terminate this Contract as provided in Section 00700-94, B hereafter, whichever occurs first.
- B. Construction Phase. With respect to the Construction Phase Services to be provided by CM hereunder, Owner shall reimburse CM for the Cost of the Work (as that term is defined hereafter), and pay CM a fixed Construction Management Fee for Cost of the Work. The Construction Management Fee shall be the CM's total compensation for all overhead not reimbursable as Cost of the Work under Section 00700-95, as well as CM's total profit for Construction Phase Services. CM agrees to provide Owner with a guaranteed maximum price (GMP) proposal for the total sum of the Construction Management Fee plus the Cost of the Work within seven (7) calendar days after the issuance of 50% complete Construction Documents. The GMP proposal shall be based upon the previous cost estimates provided by CM as required hereunder. Further, the GMP proposal shall be broken down into categories and level of detail required by Owner. CM agrees that all of its books, records, files, quotes and reports with respect to its development of the GMP proposal shall be open to Owner for review and copying. The final GMP shall be mutually agreed upon by Owner and CM and shall be set forth in the GMP Amendment – the form for the GMP Amendment is attached hereto in Volume 3 of the Request for Proposal. CM shall provide a detailed breakdown acceptable to Owner of this GMP price proposal as well as for GMP. For each line item in the GMP, CM shall develop and maintain a written report which identifies and explains all variances and deviations from the bid amount originally submitted for that line item, to the final line item price incorporated into the GMP – CM shall submit with a minimum of five (5) quotes of qualified subcontractors for each line item and their recommendation on trade contractor to utilize, Owner shall review and comment on decision of trade contractor to use recommended by CM. CM guarantees that in no event shall the Construction Management Fee and the total Cost of the Work exceed the GMP, as the GMP may be adjusted pursuant to the terms herein for Change Orders and Construction Change Directives. In the event the CM and Owner fail to reach an

agreement on the GMP, Owner may elect to terminate this Contract/Agreement. In the event of any such termination, CM shall be entitled to receive that portion of the Contract/Agreement Amount attributable to the Pre-Construction Phase Services earned through the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but CM shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not performed.

00700-95 COST OF THE WORK

- A. Costs to be Reimbursed. The term Cost of the Work shall mean all costs necessarily and reasonably incurred by CM in the proper performance of the Construction Phase Services portion of the Work. Such costs shall be General Conditions Costs, Subcontractor Costs, and Construction Management Fees.
- B. Costs Not To Be Reimbursed. The Cost of the Work shall not include the following items:
 - i. Salaries and other compensation of CM's personnel stationed at CM's principal office or offices other than the Project site office.
 - ii. Expenses of CM's principal office and offices other than the Project site office.
 - iii. Overhead and general expenses, except as may be expressly included in subsection A above.
 - iv. CM's capital expenses, including interest on CM's capital employed for the Work.
 - v. Except as expressly provided in above, costs due to the fault or negligence of CM, subcontractors, anyone directly or indirectly employed by any of them, or for those acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to the property not forming part of the Work.
 - vi. Any costs not specifically and expressly described in subsection A above.
 - vii. Costs which would cause the GMP to be exceeded (as the GMP may be adjusted pursuant to the terms herein for Change Order and Construction Change Directive).
- C. Discounts, Rebates and Refunds
 - i. Cash discounts obtained on payments made by CM shall accrue to Owner if (i) before making payment, CM included them in an application for payment and received payment therefore from Owner, or (ii) Owner has deposited funds with CM with which to make payments; otherwise cash discounts shall accrue to CM. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to Owner, and CM shall make provisions so that they can be secured.
 - ii. Amounts which accrued to the Owner in accordance with the provisions of subsection C, i above shall be credited to the Owner as a deduction from the Cost of Work.
 - iii. Any savings realized from the construction of project shall be credited to the Owner as a deduction from the Cost of Work.

00700-96 CONTRACT TIME AND LIQUIDATED DAMAGES

- a) Time is of the essence in the performance of the Work under this Contract. The "Pre-Construction Commencement Date" shall be established in a Notice to Proceed to be issued by Owner. CM shall commence Pre-Construction Phase Services portion of the Work within five (5) calendar days after the Pre-Construction Phase Commencement date. Any work performed by the CM prior to the Pre-Construction Phase Commencement Date shall be at the

sole risk of the CM. The "Construction Phase Commencement Date" shall be established in the GMP amendment and a separate Notice to Proceed. CM shall commence the Construction Phase Services portion of the Work within five (5) calendar days after the Construction Phase Commencement Date. No portion of the Work, with respect to the Construction Phase Services to be provided hereunder, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the "Contract Time".

- b) Subject to the other provisions of the Agreement Documents, CM shall furnish such manpower, Materials, facilities, and Equipment and shall work such hours, including night shifts, overtime operations and Sunday and holidays, as may be necessary to ensure the prosecution and completion of the Work in accordance with the approved and currently-updated Critical Path Method (CPM) Schedule. If Work actually in place falls behind the currently updated and approved CPM Schedule, and it becomes apparent from the current approved CPM Schedule that the Work will not be completed within the Agreement Time, CM agrees that it will, as necessary or as directed by the County, take some or all of the following actions at no additional cost to the County to improve its progress:
 - (1) Increase manpower in such quantities and crafts as will eliminate, in the judgment of the County, the delay and backlog of Work;
 - (2) Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing, sufficiently to eliminate in the judgment of the County, the delay and backlog of Work;
 - (3) Reschedule activities as necessary to eliminate in the judgment of the County the delay and backlog of Work; and
 - (4) Any other measure required by the schedule requirements of the Special Conditions.
- c) In addition, the County may require CM to submit a proposed revised CPM Schedule Recovery Plan demonstrating its program and proposed plan to make up lag in scheduled progress and to ensure completion of the Work within the Agreement Time. If the County finds the proposed plan not acceptable, the County may require Contractor to submit a new and/or revised plan with direction and other input from the County and Engineer.
- d) Because the Work is to be completed in two phases (pre-construction and construction phases), the timely completion of the first phase is critical to the timely completion of the second phase and, therefore, completion of the entire Project. Accordingly, CM agrees to provide the Pre-Construction Phase Services in accordance with the design schedule established pursuant to the terms of the Design Agreement. With respect to the Construction Phase Services, the GMP Amendment shall include the date that the portion of the Work associated with the Construction Phase Services must be substantially completed by CM. The Substantial Completion date shall establish in terms of calendar days after the Construction Phase Commencement Date. In the event the CM and Owner fail to reach an agreement on the Contract Time and the Substantial Completion Date, Owner may elect to terminate this Contract/Agreement. In the event of such termination, CM shall be entitled to receive that portion of the Contract Amount attributable to the Pre-Construction Phase Services earned to date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but CM shall not be entitled to any further or additional compensation from Owner, including but not limited to damages, lost profits on portions of the Work not performed. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where Owner can occupy or utilize the Work for its intended purpose. Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by Owner within 30 calendar days after the Substantial Completion date, or within 30 calendar days after CM's receipt of the punch list, whichever date occurs last.

- e) It is understood and agreed that the County will sustain substantial monetary and other injury and damages, including, but not limited to, increased costs, expenses and liabilities in the event of failure by Contractor to perform its Work in accordance with the Completion and any Interim Milestone Date(s) set forth in the CPM Schedule prepared in accordance with the Special Conditions. Accordingly, should Contractor not complete the Work, or any such portion thereof, within the date(s) required by the CPM Schedule initially approved by the Owner or Owners Agent, as they may be adjusted pursuant to the Agreement Documents, then charges shall be assessed against any money due or that may become due Contractor in accordance with the following schedule:

For Each day of delay in Substantial Completion of the entire Work: \$500.00/day

For Each day of delay in Final completion of the entire Work: \$500.00/ day

The amount of such charges is hereby agreed upon as fixed liquidated damages due the County after the expiration of the Agreement Date(s) for completion specified in the CPM Schedule for the Work or portions thereof. Contractor and its surety shall be liable for any liquidated damages in excess of the amount due Contractor on the Final Payment.

- a) If the CPM Schedule projects any untimely completion with unexcused delay and the County in good faith believes that retainage will be insufficient to cover the County's damages, Contractor agrees that the County may withhold additional funds to assure the payment of the liquidated damages owed by Contractor.
- b) When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or a Sunday or on a day made a legal holiday by the laws of Georgia, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.
- c) The fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and Contractor due to the uncertainty and impossibility of making a determination as to the actual direct, incidental and consequential damages which are incurred by the County as a result of the failure on the part of Contractor to complete the Work within the Agreement Time and completion date(s) specified in the Agreement Documents. Liquidated damages shall start in accordance with the above schedule upon notification to Contractor in writing that all apparent Agreement Time allowed to achieve the relevant completion date has been consumed. Liquidated Damages as they accrue will be deducted from periodic partial payments to the extent they are sufficient to cover the liquidated damages owing; provided that any excess liquidated damages owing over the periodic partial payment amount may be deducted from retainage. Such deduction shall be in addition to the retainage provided for in the Agreement Documents. The remaining amount of liquidated damages owing upon completion will be deducted from any amounts owing as Final Payment to Contractor or his surety. Any excess amount owing as liquidated damages shall be paid upon demand.
- d) The liquidated damages do not have a cap.

00700-97 OTHER WORK

1. Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility contractors or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to CM prior to starting any such other work. If CM believes that such performance will involve additional expense to CM or require additional time, CM shall send written notice of that fact to Owner and Design Professional within seven (7) calendar days of being notified of other work. If CM fails to send the above required seven (7) days' calendar notice, CM will be deemed to have waived any

rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

2. CM shall afford each utility owner and other contractor who is party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its Work with theirs. CM shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CM shall be responsible for all damage to the work of others caused by the performance of its Work. Further, CM shall not in any way cut or alter the work of others without first receiving the written consent of that other person and Design Professional.
3. If any part of CM's work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), CM shall inspect and promptly report to Design Professional and Owner in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within seven (7) calendar days of the time the CM first became aware of the delay, defect or deficiency or by the scheduled commencement of CM's dependent Work, whichever occurs first. CM's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with CM's Work.

00700-98 INSURANCE

See Section 7

00700-99 WAIVER OF SUBROGATION

1. This section deleted.

00700-100 COMPLETION

1. When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, CM shall notify Owner and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion. Said written notice from CM shall include a proposed punch list of all items of Work to be completed or corrected by CM. Within a reasonable time thereafter, Owner, CM and Design Professional shall make an inspection of the Work to determine the status of completion. If Owner and Design Professional do not consider the Work substantially complete, Design Professional shall notify CM in writing giving the reasons there for. In such case, CM shall pay the costs of all additional Substantial Completion inspections. If Owner and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to CM a Certificate of Substantial Completion for the entire Work is actually achieved by CM and include a final punch list of items to be completed or corrected by CM before final payment. Such final punch list shall be in compliance with the Contract Documents and all applicable laws. Accordingly, Design Professional shall provide the final punch list to CM within seven (7) calendar days after CM has achieved Substantial Completion. CM acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of the CM to complete all the Work required under this Contract/Agreement and does not waive Owner's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment. Additionally, if this Agreement involves Work on more than one building or structure, or involves a multi-phase project, a punch list shall be developed in accordance with the timelines set forth in this paragraph for each building, structure, or phase of the Project. Owner shall have the right to exclude CM from the Work and Project site (or designated portion thereof) after date of Substantial Completion (or Partial Substantial Completion), but Owner shall allow CM reasonable access to complete or correct items on the final punch list.
2. When CM believes that it has fully performed all of the Work, including all punch list items, CM shall deliver to Owner a written affidavit from CM certifying that all Work has been completed in

accordance with the requirements of the Contract Documents. That written affidavit shall be delivered to Owner by CM at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and Owner shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by Owner. If Owner and Design Professional determine CM has completed the entire Work, Design Professional shall promptly issue a final Certificate for Payment, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due CM, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to CM's entitlement to final payment have been satisfied. Neither the final payment nor the retainage shall become due and payable until CM submits: (1) the Final Release and Affidavit in the form attached to the Agreement as Exhibit A; (2) consent of surety to final payment; and (3) if required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, warranties, guarantees, Operations & Maintenance Manuals, As-Built documents, arising out of Contract Documents, to the extent and in such form as may be designated by Owner. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even through Design Professional may have issued its recommendations. Unless and until Owner is completely satisfied, neither the final payment nor retainage shall become due and payable.

00700-101 USE OF PREMISES

1. At all times during the performance of the Work, CM shall keep all of its operations, (including, but not limited to, the use and storage of all equipment and materials), within the Project site or such other areas as may be permitted by the Contract Documents. CM shall not use the Project site in any manner that is unreasonably burdensome or otherwise inconsistent with Owner's interest. CM is responsible for any damage to any such area or to the occupant or owner thereof, or any areas contiguous thereto, resulting from the performance of the Work.
2. Except as required by the Contract Documents or otherwise required in order for CM to satisfy its safety and security obligations under the Contract Documents, CM shall not erect or install, nor shall it permit any of its subcontractors, suppliers, sub consultants or any other party for whom it is legally responsible to erect or install, any signage upon the Project site or any other property of Owner, unless such signage has been expressly approved in writing by Owner, which approval may be withheld by Owner in its sole discretion.
3. CM acknowledges that Work may be performed at a particular Project Site where Owner simultaneously is conducting and continuing its operations upon the same site. In such event, CM shall coordinate its Work so as to cause no unreasonable interference with or disruption to Owner's operations.
4. Owner may take early occupancy of all or any portions of the Work, at Owner's election, by designating in writing to CM the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified at the time the GMP was established and such early occupancy negatively impacts CM's cost or time of performance, CM shall be entitled to an equitable adjustment to the Contract Amount and Contract Time, all in accordance with the other terms and conditions of the Contract Documents.

00700-102 PROJECT MEETINGS

1. Prior to the commencement of Work, CM shall attend a preconstruction conference with Owner and Design Professional and others as appropriate to discuss the Master Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, CM shall attend any and all meetings convened by Owner or Design Professional with respect to the project, when directed to do so by Owner or Design Professional. CM shall have its subcontractors and suppliers attend all such meetings (including preconstruction conference) as may be directed by Owner or Design Professional.

00700-103 AUDITING RIGHTS

1. CM shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later or such longer period of time as may be required by law. CM shall require all of its subcontractors to likewise retain all of their Project Records and supporting documentation. Owner, and duly authorized agents or representatives of Owner, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by Owner. Further, Owner, and any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all of CM's and any subcontractor's project records and documentation as often as they deem necessary and CM shall cooperate in any audit, inspection, or copying of the documents. These access, inspection, copying and auditing rights shall survive the termination of this Contract.
2. If at any time, Owner conducts such an audit of CM's records and documentation and finds that CM overcharged Owner, CM shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at a rate of 12% annum). If the overcharged amount is equal to or greater than \$10,000.00, CM shall pay to Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of CM. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing CM with regard to the Project or under any other agreement between CM and Owner. If such amounts owed CM are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then CM hereby acknowledges and agrees that it shall pay such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.
3. This article (00700-103), including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.

00700-104 SUBCONTRACTS

1. CM shall review the design and shall determine how it desires to divide the sequence of construction activities. CM will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Master Project Schedule, and shall supply a copy of that breakdown and composition to Owner and Design Professional for their review. CM shall take into consideration such factors as natural and practical lines of severability, sequencing, effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.
2. CM shall coordinate the advertisement of all bid packages on the Fulton County Bid Board with the Fulton County Department of Purchasing and Contract Compliance. All of the CM's bid packages must be posted on the Fulton County Bid Board for a minimum of 5 business days. All Subcontractor proposals shall be directly received, opened and logged in by Fulton County Department of Purchasing and Contract Compliance.
3. A subcontractor is any person or entity who is performing, furnishing, supplying, or providing any portion of the Work pursuant to a contract with CM. CM shall be solely responsible for and have control over the subcontractors. CM shall negotiate all Change Orders, Construction Change Directive, Field Orders and Request for Proposals, with all affected subcontracts and shall review the costs of those proposals and advise Owner and Design Professional of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order from Owner.
4. CM shall submit to Owner, at Owner's request, a copy of all quotes (minimum of five (5)), proposals, etc. received for a particular trade or scope of work along with a comparison of prices compared to budget, narration on completeness of scope and recommendation from CM and reason for selection by CM. CM shall provide Owner with at least 72 hour prior written notice to any scope/cost meetings with prospective subcontractors that CM is planning on conducting and shall allow Owner

or Owners designated representative's access to all scope/cost/buyout meetings with prospective subcontractors.

5. When CM submits its GMP proposal to Owner, CM also shall submit to Owner a list of name, addresses, licensing information and phone numbers of the major subcontractors CM intends to use for each portion of the Work, as well as identifying in writing those portions of the Work it intends to perform with its own employees. The list identifying each subcontractor cannot be modified, changes, or amended without prior written approval from Owner. Reference Volume 1, Section 6, Exhibit 6.2 for required forms, procedures and timing.
6. Eight (8) weeks after issuance of the 100% Construction Documents, CM shall submit complete list of subcontractors to Fulton County's Office of Contract Compliance. . Reference Volume 1, Section 6, Exhibit 6.2 for required forms, procedures and timing. The list identifying each subcontractor cannot be modified, changes, or amended without prior written approval from Owner.
7. Any and all work to be self-performed by CM must be approved in writing by Owner in its sole discretion prior to commencement of such work. CM shall not enter into a subcontract with any subcontractor, if Owner reasonably objects to that subcontractor. CM shall not be required to contract with anyone it reasonably objects to. As part of the Project document file to be maintained by CM at the Project site, CM shall keep on file a copy of the license for every subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts between CM and its subcontractors shall be in writing. Further, all subcontracts shall (1) require each subcontractor to be bound to CM to the same extent CM is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from CM to Owner at the election of Owner upon termination of CM, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the subcontractor except workman's' compensation, (5) assign all warranties directly to Owner, (6) identify Owner as an intended third-party beneficiary of the subcontract, (7) incorporate all insurance requirements (including the OCIP and safety manuals referenced therein) into all of its subcontract that are to be covered under the OCIP (and require similar incorporation into all sub-subcontracts that are so covered under the OCIP). CM shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this paragraph 00700-104.4, and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract documents. Each subcontractor shall make similar copies of such documents available to its sub-subcontractors.
8. The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g. general concrete forming and placement, masonry, mechanical, plumbing ...) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (Including field superintendent, foreman, and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The subcontractor shall include a resume of experience for each employee identified to supervise and schedule its work.
9. Unless otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:
 - a. **LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY**

That the subcontractor's exclusive remedy for delays in performance of the contract caused by events beyond its control, including delays claimed to be caused by Owner or Design Professional or attributable to Owner or Design Professional and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in its work, the subcontractor's claim for adjustments in the contract sum are limited to exclusively to its actual costs for such damages plus no more than 10% for overhead and profit (combined 10% total for OH&P).

The subcontract shall require the subcontractor expressly agree that the foregoing constitute its sole and exclusive remedies for claim for increase in the subcontract price, damages, losses or additional compensation. Further, CM shall incorporate section 00700-54 in all of its subcontracts and require all subcontractors to similarly incorporate such terms into their sub-subcontracts.

- b. Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to CM within the time and in the manner in which the CM must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

00700-105 MARKET ANALYSIS AND SOLICITATION OF BIDS

1. The purpose of this paragraph is to insure the CM makes a genuine effort to stimulate subcontractor interest in the Project and to maximize participation of potential qualified subcontractors in the bidding process. At all times Owner shall have access to and the right to require copies of all correspondence, records, files and other bid documents (including all bid responses) with respect to the bidding process. All bid packages shall be advertised on the Fulton County Bid Board and all bid openings shall be conducted in Fulton County Department of Purchasing and Contract Compliance. CM is responsible for coordinating with Fulton County Purchasing Department for the advertisement and openings of bids as described above.

Finally, CM shall develop in writing subcontract bidding procedures for Owner's review and approval. Once those procedures have been approved by Owner, CM shall not deviate from such procedures without obtaining Owner's written consent.

- a. CM shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Work; CM shall make an analysis as necessary to (i) determine and report on availability of labor, materials, equipment, potential bidders, and possible impact of any shortages or surpluses of labor and material, and (ii) in light of such determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of Work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the Contract Time.
 - b. Within thirty (30) days after execution of this Contract, CM shall submit a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, CM shall submit to Owner and Design Professional a list of potential bidders for their review. CM shall be responsible for promoting and encouraging bid competition.
 - c. CM shall carry out an active program of stimulating interest in qualified subcontractors in bidding on the Work and familiarizing those bidders with the requirements of this Project.
2. CM shall prepare invitations for bids and all other appropriate bid documents for all procurement of long lead items, materials and services, for subcontractor contracts and for site utilities. All such invitations for bids and bid packages shall be submitted to Design Professional, Owner, and Owner's Agent for their review and comment prior to distribution to bidders. All Invitations to bid and all other appropriate bid documents shall be advertised on the Fulton County Bid board. CM shall be responsible for coordination of postings with Fulton County Department of Purchasing and Contract Compliance.
 - a. Except as hereafter provided in paragraph 00700-106, 2, e, all subcontractors are to be awarded to the lowest responsive and responsible bidder. See also 00700-105, 3.
 - b. All bids received by CM shall be entered into a bid tabulation sheet and a copy of both the bids and the tabulation sheet shall be sent to Owner for their review prior to CM awarding the subcontract. See also 00700-105, 3.

- c. As part of its bid preparation, CM shall review the specifications and drawings prepared by the Design Professional. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, or any other defects in the specifications or in the drawings noted by CM shall be brought to the attention of Owner and Design Professional in written form.
- d. For each subcontract that exceeds \$75,000.00, CM shall, unless waived in writing by Owner, conduct a pre-bid conference with prospective bidders and a pre-award conference with the apparent successful bidder. Design Professional and Owner shall be invited to all such meetings. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, CM shall transmit these to Design Professional in writing and upon receiving clarification or correction in writing from Owner or Design Professional shall issue and addendum to the bidding documents to all of the prospective bidders.

00700-106 CHANGED CONDITIONS

Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by CM as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then CM shall provide Owner with prompt written notice thereof before conditions are disturbed and in no event later than seven (7) calendar days after the first observance of such conditions. Owner and Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in CM cost of, or time required for, performance of any part of the Work, Owner will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both for such Work. If Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents or not of unusual nature or should have been discovered by CM as part of its investigative services, and that no change in the terms of the Contract/Agreement is justified, Owner shall so notify CM in writing, stating its reasons. Claims by CM in opposition to such determination by Owner must be made within seven (7) calendar days after CM's receipt of Owner's written determination notice. If Owner and CM cannot agree on an adjustment to the Contract Amount or Contract Time, the dispute resolution procedure set for in the contract documents shall be complied with by the parties.

00700-107 SAVINGS

Savings shall be defined as amount of dollars under GMP of the actual costs of the conclusion of Project (excluding Owner Contingency included within the GMP – Reference GMP Amendment in Volume 3 of RFP, item 2.6). At the completion of the Project, Owner shall conduct a full and complete audit of CM's records, invoices, etc. and shall identify any savings realized in the GMP. All savings identified shall be shared between the Owner and CM in the following percentages of savings: 60% of savings the property of the Owner; 40% of savings the property of the CM.

00700-108 ESCROW DOCUMENTS

Scope 00700-108.1:

All Proposers shall submit within ten (10) calendar days after Fulton County receives Proposals, one copy of all documentary information generated in preparation of Proposal prices for this project. This material hereinafter referred to as "Escrow Documents". The Escrow Documents of the successful proposer will be held in escrow for the duration of the Contract.

The successful Proposer agrees, as a condition of award of the Contract, that the Escrow Documents constitute all of the information used in the preparation of their Proposal, and that no other Proposal preparation information shall be considered in resolving disputes.

Nothing in the Escrow Documents shall change or modify the terms or conditions of the Contract Documents.

Ownership 00700-108.2:

The Escrow Documents are, and shall always remain, the property of the Construction Manager, subject only to joint review by the County and the Construction Manager, as provided herein.

The County acknowledges that the Escrow Documents, as defined herein, may constitute trade secrets. This acknowledgement is based on the County's understanding that the information contained in the Escrow Documents may not be known outside the Proposer's business, may be known only to a limited extent and only by a limited number of employees of the Proposer is safeguarded while in Proposers possession, may be extremely valuable to Proposer and could be extremely valuable to Proposer's competitors by virtue of it reflecting Proposer's contemplated techniques of construction. The County acknowledges that the Proposer may have expended substantial sums of money in developing the information included in the Escrow Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. The County further acknowledges that the Escrow Documents and the information contained therein are made available to the County only because such action is an express prerequisite to award of the Contract. The County acknowledges that the Escrow Documents include a compilation of information used in the Proposer's business, intended to give Proposer an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The County agrees to safeguard the Escrow Documents, and all information contained therein, against disclosure to the fullest extent permitted by law.

Purpose 00700-108.3:

Escrow Documents will be used to assist in the negotiation of price adjustments, change orders, settlement of disputes, claims and litigation against the County related to the Contract. They will not be used for pre-award evaluation of the Construction Manager's anticipated methods of construction or to assess the Construction Manager's qualifications for performing the work.

Format and Contents 00700-108.4:

Proposers may submit Escrow Documents in their usual cost estimating format. It is not the intention of this specification to cause the Proposer extra work during the preparation of the proposal, but to ensure that the Escrow Documents will be adequate to enable complete understanding and proper interpretation for their intended use. The Escrow Documents shall be in the language (e.g., English) of the Specifications.

Proposal items should be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Documents shall include all copies of quotations, memoranda, narratives, and all other information used by the Proposer to arrive at the prices contained in the Proposal. Estimated costs should be broken down into the Proposer's usual estimate categories such as direct labor, hours, indirect costs, vendor/consultant/subcontractor costs as appropriate. The Contractor's allocation of indirect costs, contingencies, mark-up and all other items to each Proposal item should be included.

All costs shall be identified. For scheduled items amounting to less than ten thousand dollars (\$10,000), estimated unit costs are acceptable without a detailed cost estimate, providing that labor, equipment, materials and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

Proposal documents provided by the County should not be included in the Escrow Documents unless needed to comply with the requirements of this specification.

Submittal 00700-108.5:

The Escrow Documents shall be submitted for all Proposals by all Proposers in a sealed container within ten (10) calendar days after the time of receipt of Proposals. The container shall be clearly marked on the outside with the Proposer's name, date of submittal, project name, RFP #, and the words "Escrow Documents".

The Escrow Documents shall be accompanied with and Escrow Documentation Certification, on company letterhead, signed by an individual authorized by the Proposer to execute the Proposal,

stating that the material in the Escrow Documentation constitutes all the documentary information used in preparation of the Proposal and that he/she has personally examined the contents of the Escrow Documents container and has found that the documents in the container are complete. Prior to award, Escrow Documents of the apparent successful Proposer will be examined, organized and inventoried by representatives of the County, as defined in 00700-108.7 Examination, together with members of the Construction Manager's staff who are knowledgeable in how the Proposal was prepared. This examination is to ensure that the Escrow Documents are authentic, legible and complete. It will not include review of, and will not constitute approval of, proposed construction methods, estimating assumptions, or interpretations of Contract Documents. Examination will not alter any condition(s) or term(s) of the Contract.

If the Contract is not awarded to the apparent successful Proposer, the Escrow Documents of the Proposer next to be considered for award shall be processed as described.

Timely submission of complete Escrow Documents is an essential element of the Proposer's responsibility and a prerequisite to contract award. Failure to provide the necessary Escrow Documents, at the required time, may be sufficient cause of the County to reject the Proposal.

If the Proposer's proposal is based on subcontracting any part of the work, each subcontractor, whose total subcontract price exceeds five (5%) percent of the total contract price proposed by the Proposer, shall provide separate Escrow Documents to be included with those of the Proposer. These documents will be opened and examined in the same manner and at the same time as the examination described above for the apparent successful Proponent.

If the Construction Manager wishes to subcontract any portion of the work after award, the County retains the right to require the Construction Manager to submit Escrow Documents from the subcontractor before the subcontract is approved.

Escrow Documents submitted by unsuccessful Proposers will be returned unopened, unless opened as provided above, following award of the Contract.

Storage 00700-108.6:

One full original set of the Escrow Documents will be placed in escrow for the life of the Contract, in the County's secured vault located within the Fulton County Purchasing and Contract Compliance Office, until final close-out and settlement of all disputes. If at any time either party wishes to exercise their right to review the escrowed materials, notice will be given to the other parties.

Examination 00700-108.7:

The Escrow Documents shall be examined by both the County and the Construction Manager, at any time deemed necessary by either the County or the Construction Manager, to assist in the negotiation of price adjustments and change orders, or the settlement of disputes, claims and litigation against the County related to this Contract.

Examination of the Escrow Documents is subject to the following conditions:

- a. As trade secrets, the Escrow Documents are proprietary and confidential.
- b. The County and the Construction Manager shall each designate, in writing to the other party and a minimum of ten (10) days prior to examination, representatives who are authorized to examine Escrow Documents. Said representation shall be employed by the County's Purchasing and Contract Compliance Department. With the consent of both the County and Construction Manager, may examine the Escrow Documents if required to assist in the settlement of a dispute. No other person shall have access to the Escrow Documents.
- c. Access to the Escrow Documents will take place only in the presence of duly designated representatives of both the County and Construction Manager.

Final Disposition 00700-108.8:

The Escrow Documents will be returned to the Construction Manager at such time as the Contract has been completed and final settlement has been achieved.

00700-109 PHOTOGRAPHIC CONSTRUCTION DOCUMENTATION

The CM shall be required to provide detailed photographic documentation to meet the following requirements:

1. Aerial Photographic Documentation. Not required.
2. Video Documentation of Existing Site. Not required.
3. Construction Progression Photographic Documentation (CPPD). CPPD shall cover the following areas:
 - a. Interior – performed on a bi-weekly basis showing progressions of all points of views in all rooms. Interior CPPD shall commence when framing commences and complete at substantial completion.
4. Detailed Construction Sets (DCS). DCS shall cover the following areas:
 - a. Interior – Performed prior to installation of insulation capturing as-built conditions in walls and ceilings. Photographed in detail to show connections, electrical, HVAC, plumbing, fire protection, etc. to show as-built location.
 - b. Finished – Complete documentation of all walls, ceilings, floors at final completion of the project.

CPPD and DCS photographs shall be linked to approximate location on site and floor plans electronically. CPPD and DCS photographs shall be on-line web-hosted for the duration of the construction period through final completion. Owner and Owners Designated Representatives shall have password protected access to documentation throughout the construction process. CPPD and DCS photographs shall be uploaded to on-line access for Owner and Owners Designated Representative within 48 hours of photograph. All photographs to be date stamped. Within one week of final completion, the Owner shall receive four (4) sets of all CPPD and DCS photographs in electronic format (CD, DVD, thumb drive or external hard drive – in form as directed by Owner).

00700-110 BUILDING ENVELOPE CONSULTANT SERVICES

Not Required.

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END OF SECTION

EXHIBIT B

SUPPLEMENTAL TERMS & CONDITIONS

SUPPLEMENTAL TERMS & CONDITIONS

The following Supplemental Terms & Conditions hereby amend, modify and supersede in the event of a conflict the terms of the Agreement and the General Terms and Conditions attached thereto as Section 00700.

00800-1 Project Management Information System (PMIS)

Construction Manager at Risk (CM) shall utilize the Owner provided PMIS, and could also use their own PMIS (for Contract Management) and CM provided scheduling software (in accordance with Section 1, item 1.1) during both pre-construction and construction phases (if GMP agreed upon by Owner and CM) of project pursuant to this Contract/Agreement:

1. Commencing immediately after the Notice to Proceed (for pre-construction services) is issued to CM by Owner, CM shall utilize the PMIS provided by the Owner. The Owner shall provide one seat to CM. As stated previously in Section 1, item 1.1, CM is responsible for purchasing any additional required seats on PMIS. Owner shall provide one CM representative with training on PMIS.
2. The reports, documents and data provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems for making management decisions.
3. The PMIS shall be described in terms of the following major subsystems:
 - a. Narrative Reporting
 - b. Schedule Control
 - c. Cost Control and Estimating

The above reports shall be submitted at least on a bi-weekly basis and shall accompany each monthly Application for Payment.

a. Narrative Reporting Subsystem

- I. CM shall prepare written reports as described hereunder. All reports to be in 8.5"x11" format. Master and Construction schedules can be submitted in 11"x17" format for ease of reading.
- II. The Narrative reporting subsystem (During Construction Phase) shall include the following reports:
 - i. Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by permitting authority, defect reports issued by A/E Team / BEC Consultant / Material Testing / Special Inspections firm or Authorized County Representative.
 - ii. Monthly Cost Narrative describing the current construction cost estimate status of the Project.
 - iii. Monthly Scheduling Narrative summarizing the current status of the overall Master Project Schedule and an explanation of all variances from the plan. This report shall include an analysis of the various Project sub schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.
 - iv. Monthly Accounting Narrative describing the current cost and payment status for the entire Project. This report shall relate to the budget allocations. An explanation for all variances shall be provided.

- v. A Monthly Construction Progress Report, during the Construction Phase (if selected) summarizing the Work of the various subcontractors. This report shall include information from weekly job site meetings as applicable such as general conditions, long lead items, current deliveries, safety and labor relations, programs, permits, construction problems and recommendations, and plans for the succeeding month.
- vi. Daily Construction Log during the Construction Phase describing daily events and conditions of the site. Included are the CM's daily field reports.
- vii. The reports in i through vii above shall be bound with applicable computer reports and submitted monthly during Construction Phase and shall be current through the end of the preceding month. Copies shall be delivered to Owner (4 copies) and Design Professional (A/E Team). A bound copy of the complete diary shall be submitted to Owner at the conclusion of the Project.

b. Schedule Control Subsystem

- I. Master Project Schedule: Prior to the submittal of its first application for payment (Pre-Construction Phase), CM shall submit to Owner and Design Professional for their review and approval a Master Project Schedule covering the planning and design approvals, construction, and Owner occupancy of the Project. The schedule shall conform to the format outlined in Paragraph b, IV below. The schedule shall serve as the framework for the subsequent development of all detailed schedules and shall be updated monthly by CM throughout the Project and turned in with CM's Monthly payment-application. Within fifteen (15) calendar days of CM's submittal, Owner and Design Professional shall review the schedule and provide the CM a written list of corrections needed to approve the schedule. CM must make all corrections and resolve all comments within thirty (30) calendar days after its receipt of the Owner's and Design Professional's comments. If the schedule is not approved within said thirty (30) calendar days, Owner and Design Professional will withhold all Contract payments until the schedule is approved. The acceptance of the schedule by Owner and Design Professional in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, and any other aspect of the proposed schedule. CM is and shall remain solely responsible for the planning and the execution of all Work in order to meet Project milestones or Contract Completion dates.

- II. Construction Schedule: CM shall prepare and submit to Owner and Design Professional, for their review and approval, a Construction Schedule. This schedule shall conform to the format outlined in Paragraph b, IV below. The approved cost-loaded Construction Schedule shall be attached to the GMP Amendment (along with Master Project Schedule). The Construction Schedule shall be integrated into the Master Project Schedule. The Construction Schedule shall be cost-loaded.

- i. Following development and approval of the Construction Schedule & Master Project Schedule as aforesaid, CM shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule & Master Project Schedule which shall be submitted to the Owner in duplicate with their monthly payment-application. No

additional compensation will be due CM for making such updates. Failure of the CM to update, revise, and submit the Construction Schedule & Master Project Schedule as aforesaid shall be sufficient grounds for Owner to find CM in substantial default hereunder and that sufficient cause exists to terminate the Contract or to withhold payment to CM until a schedule or schedule update acceptable to Owner is submitted.

- ii. The CM shall prepare and provide a two week construction schedule look-ahead at all Owner, Architect and Construction Managers (OAC) meetings. Two week look ahead construction schedules shall correlate to construction schedule. CM shall submit to Owner, for approval, a two week look ahead at the first OAC Meeting. Owner shall review for format and level of detail. CM shall make adjustments per Owner's review and incorporate into two week look ahead schedules at OAC Meeting following Owner's review.
- III. Construction Contractor shall prepare and incorporate into the Scheduling software, at the required intervals, the following schedules:
 - iii. Pre-Bid Schedules: CM shall prepare a Construction Schedule for that portion of the Work encompassed in each bid package. The Schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for subcontract completion by the successful bidder. It shall show the interrelationships between the Work of the successful bidder and that of other subcontractors, and shall establish milestones keyed to the Master Project Schedule.
 - iv. Subcontractor Construction Schedules: Upon the award of each subcontract, CM shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the bid packages, taking into account the work schedule of the other subcontractors. The subcontractor's construction schedule shall include as many activities as necessary to make the schedule an effective tool for the construction planning and for monitoring the performance of the subcontractor. The subcontractor's construction schedule also shall show pertinent activities for material purchase orders, manpower supply, shop drawing schedules, and material delivery schedules.
 - v. Occupancy Schedules: CM shall jointly develop with the Design Professional and Owner a detailed plan, inclusive of punch lists, final inspections, FF&E delivery, book / collection delivery, maintenance training, and turn-over procedures, etc., to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy and shall be integrated into Master Project Schedule.
- IV. Schedule Format: The Master Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of activity-on-node diagram. All activity-on-node diagrams shall include the Activity Description, and the type of relationship between activities, including any lead or lag time, as well as being cost loaded. Further, both the Master Project Schedule and the Construction Schedule shall incorporate and be based upon the Project milestone dates set forth in this Agreement and by the Owner.
 - i. No activity shall have a duration greater than fifteen (15) work days or less than one (1) work day. If requested by Owner or

Design Professional, CM shall furnish any information needed to justify the reasonableness of activity duration. Such information shall include, but not be limited to, estimated activity manpower, anticipated quantities, and production rates.

- ii. Procurement shall be identified with at least two (2) activities: fabrication and delivery. CM shall insure that all work activities that require a submittal are preceded by the appropriate submittal and approval activities.
- iii. Only contractual constraints shall be shown in the schedule logic. No other restraints are allowed unless approved in writing by Owner or Design Professional. This disallowance of constraints includes the use of any mandatory start or finish dates selected by CM.
- iv. Activities shall be identified by codes to reflect the responsible party for the accomplishment of each activity (only one party per activity), the Phase/Stage of the Project for each activity, and the Area/Location of each activity.
- v. The construction time frame for the Work, or any milestone, shall not exceed the specified Contract Time. Logic or activity durations shall be revised in the event that any milestone or Contract completion date is exceeded in the schedule.
- vi. Float is defined as the amount of time between when an activity "can start" (the early start) and when an activity "must start" (late start). It is understood by Owner and CM that float is a shared commodity, not for the exclusive use or financial benefit of either party. Either party has the full use of the float until it is depleted.
- vii. The CPM schedules must be generated, stored and maintained on the Owner's scheduling software. It is the CM's responsibility for the seat licenses and any other training required outside of training which is provided by Owner.
- viii. Initial Schedule Submittal Requirements:
 1. Predecessor/Successor Sort
 2. Total Float/Early Start Sort
 3. Responsibility/Early Start Sort
 4. Area/Early Start Sort
 5. Logic Diagram: Produce diagram with not more than 100 activities per ANSI D (24" x 36") size sheet. Insure each sheet includes title, match data or diagram correlation, and key to identify all components used in the diagram.
 6. Narrative discussing general approach to completion of the Work.
 7. Cost Loading of schedule
- ix. Schedule Update Requirements: CM shall update schedules monthly to show actual, current progress and submitted with monthly pay-applications. The schedule updates shall be submitted within seven (7) calendar days of the data dates. These updates shall include:
 1. Dates of activities actual starts and completions.
 2. Percent of Work remaining for activities started by not completed as of the update date.
 3. Narrative report including a listing of monthly progress, the activities that define the critical path and any changes to the path of critical activities from the previous update, sources of delay, any potential problems, requested logic changes, and Work planned for the next month.
 4. Predecessor/Successor Sort

5. Total Float/Early Start Sort
 6. Responsibility/Early Start Sort
 7. Area/Early Start Sort
 8. Fragnet of logic diagram for all requested logic changes.
 9. Updated logic diagram as required by Owner. At a minimum, Owner shall require a final logic diagram at the end of the Work showing the planned and actual starts and completions.
 10. A bar chart comparison of the updated schedule to the initial (baseline) schedule this diagram shall show actual and planned performance dates for all completed activities.
 11. All update information shall be an accurate representation of the actual Work progress.
- V. Recovery Schedule: If the initial schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require a recovery schedule for completion of the remaining Work by the required Contract milestone date. The Recovery Schedule submitted shall meet the requirements as the original Construction Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Contract milestone dates.
- VI. Change Orders: When a Change Order is proposed, CM must identify all logic changes as a result of the Change Order. CM shall include, as part of each Change Order proposal, a sketch showing all schedule logic, revisions, duration changes, and the relationships to other activities in the approved Construction Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, CM will revise the Construction Schedule or current update. The logic changes required by the Change Order will be considered incidental to CM's work. No separate payment will be made.
- c. Cost Control Subsystem: The operation of this subsystem shall provide sufficient timely cost data and detail to permit CM to control and adjust the Project requirements, needs, materials, equipment, and systems by building and site elements so that the Work will be completed at a cost which, together with the CM Fee, will not exceed the GMP. Requirements for this subsystem include submissions at the following phases of the Project:
- I. Pre-Construction Phase estimates as required by Contract Documents; and
 - II. At establishment of the GMP (50% Construction Document's)
- d. Project Accounting Subsystem: This subsystem shall enable CM to plan effectively and Owner to monitor and control funds available for the Project, cash flow, costs, Change Orders, Construction Change Directives, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, the amounts payable, and also enable the Owner to stay informed as to the overall Project Status. This subsystem will be produced and updated monthly (and included in Monthly Report with Monthly Pay-Applications) and includes the following reports:
- I. Costs Status Report representing the budget, estimate, and base commitment (awarded subcontracts and purchase orders) for any given subcontract or budget line item. It shall show approved Change Orders and Construction Change Directive for each subcontract which when

added to the base commitment will become the total commitment. Pending Change Orders also will be shown to produce the total estimated probable cost to complete the Work.

- II. Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.
- III. Detailed Status Report showing the complete activity history of each item in the Project accounting structure and includes an earn value graph. It shall include Budget, estimate, and base commitment figures for each subcontract. It shall give the Change Order History, including Change Order numbers, description, proposed and approved dollar amounts. It shall show all pending or rejected Change Orders.
- IV. Cash Flow Diagram showing the projected accumulation of cash payments against the Project. Cash Flow Projections shall be generated for anticipated monthly payments as well as cumulative payments.
- V. Job Ledger shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The job ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

END OF SUPPLEMENTAL TERMS AND CONDITIONS.

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Construction Manager shall:

Provide Construction Management at Risk Services for the New Fulton County Animal Shelter Facility, including but not limited to:

A. Pre-Construction Services

a. Preliminary Design Review.

- i. The Construction Manager shall actively and jointly participate with the Owner and the Architect in formation of the final Project design.
- ii. The Architect is required, in accordance with schedule requirement, to provide preliminary design drawings. The Construction Manager shall promptly and in accordance with schedule requirements:
 1. familiarize itself with the preliminary design drawings;
 2. analyze and evaluate the constructability of the preliminary design drawings; and
 3. analyze and evaluate the preliminary design drawings in regard to the completeness of intended bid categories, conflicts or overlaps in the divisions of the Work, design details affecting construction, value engineering, identification of long-lead materials affecting the Construction Schedule, availability of labor and other factors affecting construction.
- iii. The Construction Manager and the Architect shall jointly schedule and attend regular meetings with the Owner to review and evaluate the preliminary design drawings.
- iv. The Construction Manager shall, in accordance with schedule requirements, notify the Architect in writing and assist the Architect with the resolution, of all problems, conflicts, defects or deficiencies identified during the review and evaluation of the preliminary design drawings.
- v. Upon completion of the preliminary design drawings, the Architect is required, in accordance with schedule requirement, to prepare and submit a preliminary estimate of Total Project Construction Cost broken down by line item into major construction disciplines and systems.
- vi. The Construction Manager shall, in accordance with schedule requirements, review the preliminary estimate of Total Project Construction Cost and promptly inform the Owner and the Architect of recommended adjustments, if any.

b. Construction Documents Review.

- i. The Construction Manager is required, in accordance with the schedule requirements, to Review Construction Documents and other information.

- ii. The Construction Manager shall, in accordance with schedule requirements, review applicable Construction Schedule(s), the estimate of Total Project Construction Cost, the cost of local utilities, fees for permits and licenses, any modifications necessitated by local conditions, other information necessary for a full understanding of the Project, and the review Construction Documents. The Construction Manager shall:
 - 1. examine the review Construction Documents for clarity, adequacy of detail, consistency, accuracy and completeness.
 - 2. identify conflicts, omissions or overlaps in the proposed divisions of the Work, evaluate the completeness of intended bid categories, and identify unusual design details affecting construction cost and schedules;
 - 3. apply established value engineering principles and practices to reduce the cost of the Project;
 - 4. identify factors with the potential to impact the Construction Schedule such as materials with long lead time, the unavailability of required labor, and other factors and make suggestions for acceptable alternatives;
 - 5. evaluate and make suggestions to optimize Site utilization;
 - 6. recommend proposed modifications or alternatives to the review Construction Documents based on its evaluation and review;
 - 7. notify the Owner and the Architect in writing of any variances between the Construction Documents and applicable laws, statutes, building codes, rules and regulations of which it is aware; and
 - 8. notify the Owner and the Architect in writing of all problems, conflicts, defects or deficiencies in the review Construction Documents of which it is aware or should be aware.
- iii. The Construction Manager shall, in accordance with schedule requirements, assist the Architect with the resolution of all problems, conflicts, defects or deficiencies identified during the review and evaluation of the review Construction Documents.
- iv. Upon completion of the examination of the review Construction Documents, the Architect is required, in accordance with schedule requirements, to prepare and submit a final estimate of Total Project Construction Cost.
- v. Upon completion of the examination of the review Construction Documents, the Construction Manager, in accordance with schedule requirements, shall prepare and submit a final estimate of Total Project Construction Cost.
- vi. If the final estimates of Total Project Construction Cost by the Construction Manager and the Architect differ materially, the Construction Manager and the Architect shall meet promptly to reconcile the discrepancies between their estimates so as to permit submission to the Owner of a final estimate of Total Project Construction Cost on which both the Architect and the Construction Manager agree.

c. Planning and Scheduling:

- i. Construction Schedule. The Construction Manager understands and acknowledges the Owner's intent that the Project will be complete by the Date of Substantial Completion. The Construction Manager shall timely prepare and submit the Construction Schedule for the Owner's review and approval. The Construction Schedule shall complement, and shall not conflict with, the Design Schedule.
- ii. The Construction Manager shall establish and timely submit for Owner review:
 1. Project cost control procedures;
 2. Project reporting procedures;
 3. Project Manual;
 4. Quality Management Program;
 5. Local small business participation plan; and
 6. Staffing Plan for the Construction period.

d. Guaranteed Maximum Price Proposal.

- i. Guaranteed Maximum Price Proposal. The Construction Manager shall prepare and deliver to the Owner, with copies to the Architect, a Guaranteed Maximum Price ("GMP") proposal. The Construction Manager shall, at a minimum, include in the GMP proposal:
 1. a recital of the specific Construction Documents, including drawings, specifications, and all addenda thereto, used in preparation of the GMP proposal;
 2. the three elements of the Construction Contract Price:
 - a. General Conditions Guaranteed Maximum Cost;
 - b. estimated Subcontractors Cost or Subcontractor bids, detailed by each subcontract, trade or bid division, and including a reasonable, separately stated maximum contingency amount for each subcontract, trade or bid division (any unused contingency will revert back to the owner in the form of a deductive change order at the end of the project); and
 - c. the actual lump sum amount of the Construction Management Fee;
 3. a description of all other inclusions to or exclusions from the GMP;
 - a. all assumptions and clarifications;

- b. the proposed Date of Substantial Completion upon which the GMP is based;
 - c. an outline of preliminary Construction Schedule showing proposed start and finish dates of major components of construction; and
 - d. the date by which the GMP proposal must be accepted by the Owner.
- e. General Conditions Cost. The General Conditions Costs for which the Construction Manager may be paid pursuant to this Agreement shall be limited to the amounts actually and reasonably incurred and paid by the Construction Manager in the interest of the Project, and in performance of Services and the Work. For the purposes of this contract, the general conditions costs are based on the construction duration of 14 months beginning in the 4th quarter of 2020. Items that are included within the General Conditions Costs for which the Construction Manager is entitled to no additional compensation include, without limitation:
 - i. Wages and salaries of the Construction Manager's supervisory, technical, administrative and clerical personnel engaged in supervision and management of the Work on or off the Project Site;
 - ii. Cost of fringe benefits, contributions, assessments and taxes, including for example such items as Unemployment Compensation and Social Security, to the extent that such cost is required by law and is based on the compensation paid to the Construction Manager's employees;
 - iii. Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value;
 - iv. Costs incurred to provide site safety and security, including temporary stairs, ladders, barricades, fire extinguishers, site security fences, perimeter protection, first aid, etc.
 - v. Costs of removal of debris (dumpsters, etc.) from the site, etc.;
 - vi. Costs of document reproduction including bid sets, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office, etc.;
 - vii. That portion of the reasonable expenses of the Construction Manager's personnel incurred while traveling in discharge of duties directly connected with the Work;
 - viii. That portion of insurance (GL and Auto), Builders Risk, and P & P bond premiums that can be directly attributed to this Contract for Construction. Premiums shall be net of trade discounts, volume discounts, dividends and other adjustments;

- ix. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract for Construction to pay;
 - x. Data processing costs directly related to the Work; however, these costs shall not include any hardware, software, or CADD costs unless approved by the Owner in writing;
 - xi. Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if approved by the Owner;
 - xii. The cost of obtaining and using all utility services (electric, gas, water, sewer,, etc.) required for the Work, etc.;
 - xiii. Cost of temporary use of permanent equipment;
 - xiv. The cost of crossing or protecting any public utility, if required, and as directed by the Owner;
 - xv. All reasonable costs and expenditures necessary for the operation of the site office, such as stationary, supplies, blueprinting, furniture, fixtures, office equipment and field computer services, provided that quantity and rates are subject to Owner's prior written approval;
 - xvi. The cost of secure off-site storage space or facilities approved in advance by Owner;
 - xvii. Printing and reproduction of the Construction Documents;
 - xviii. Rental charges for temporary facilities, and for machinery, equipment, and tools not customarily owned by construction workers; however any rental charge shall not exceed the purchase price of such facilities, machinery, equipment or tools;
 - xix. Costs for temporary toilet facilities, site surveys, field engineering, clean-up (daily and final), etc.;
 - xx. Other expenses or charges properly incurred and paid in the prosecution of the Work, with the prior written approval of the Owner.
 - xxi. General Condition's costs will be included in the Guaranteed Maximum Price (GMP).
- f. Construction Management Fee. Items within the Management Fee for which the Construction Manager is entitled to no additional compensation include, without limitation:
- i. direct costs incurred with the exception of those specifically enumerated compensable as a General Conditions Cost or a Subcontracts Cost;
 - ii. the cost of Construction Manager's home or branch office employees or consultants not at the Project Site;

- iii. non-field office (home and branch office) operational expenses such as telegrams, telephone service and long-distance and zone telephone charges, postage, office supplies, expressage, and other similar expenses;
 - iv. data-processing costs indirectly related to the Work; including hardware, software, and CAD costs;
 - v. cost of all non-project specific insurance;
 - vi. all general operating expenses;
 - vii. all capital expenses, including any interest;
 - viii. all sales, use or similar taxes related to the Project imposed by any governmental authority on the Construction Manager's services and non-reimbursable costs;
 - ix. any costs which would cause the Construction Price to exceed the GMP; and
 - x. any costs or expenses incurred by the Construction Manager, not included in the General Conditions Cost, for provision of management services necessary to complete the Project in an expeditious and economical manner consistent with this Contract for Construction and the best interests of the Owner.
- g. The Construction Manager acknowledges that the Construction Documents may be incomplete at the time the Construction Manager delivers the GMP proposal, and that the Construction Documents may not be completed until after commencement of the Work. Nevertheless, the GMP proposal shall include payment for Work required by the completed Construction Documents, and if the GMP proposal is accepted by the Owner, the Construction Manager shall be entitled to no increase in the GMP if the Work required by the completed Construction Documents:
- i. is required by this Contract for Construction,
 - ii. is reasonably inferable from the incomplete documents,
 - iii. is consistent with the Owner's stated goals and program objectives,
 - iv. is consistent with general industry standards for completion of the Work,
 - v. is not a substantial enlargement of the scope of Work portrayed by the incomplete documents, or
 - vi. substantially conforms to the nature, type, kind or quality of Work depicted in the incomplete documents.
- h. If the GMP proposal is unacceptable to the Owner, the Owner shall promptly so notify the Construction Manager in writing. Within fourteen calendar days of such notification, the Owner, Professional(s) and Construction Manager shall meet to discuss and resolve any differences, inconsistencies, or misunderstandings and to negotiate recommended adjustments to the Work and/or to the GMP.

- i. The Owner may, at its sole discretion and based upon its sole judgment,
 - i. indicate its acceptance of a GMP proposal;
 - ii. reject a GMP proposal;
 - iii. terminate the Project; or
 - iv. proceed to construct the Project using a party or parties other than the Construction Manager.
- j. If the Owner rejects a GMP proposal, neither party shall have any further obligation pursuant to the Contract for General Construction Management Services.
- k. If the Owner accepts a GMP proposal, the parties shall complete and execute the Exhibit G – Authorization for Construction, and the Owner shall issue a written notice to the Construction Manager (“Notice To Proceed”) establishing the date construction is to commence (the “Commencement Date”). The Construction Manager shall not expend any monies for construction prior to receipt of such Notice to Proceed without the written approval of the Owner.
- l. Price Guarantees.
 - i. Upon execution of the GMP, the Construction Manager guarantees that the Construction Price shall not exceed the GMP. All costs or expenses that would cause the Construction Price to exceed the GMP shall be borne by the Construction Manager unless adjusted by change order.
 - ii. Upon execution of the GMP, the Construction Manager guarantees that the General Conditions Cost shall not exceed the General Conditions Guaranteed-Maximum Cost and that all costs or expenses that would cause the General Conditions Cost to exceed the General Conditions Guaranteed-Maximum Cost shall be borne by the Construction Manager unless adjusted by change order.
 - iii. Upon execution of the GMP, the Construction Manager guarantees that,
 - 1. unless adjusted by change order, the final cost to the Owner of each individual subcontract, trade or bid division shall not exceed the sum total of the estimated cost and contingency for that subcontract, trade or bid division as set forth in the GMP;
 - 2. no unused contingency amount from any subcontract, trade or bid division shall be transferred, carried over or applied to any other subcontract, trade or bid division, but rather such unused contingency shall inure to the Owner’s benefit; and
 - 3. the cost of any subcontract, trade or bid division exceeding the sum total of the estimated cost and contingency for that subcontract, trade or bid division shall be borne by the Construction Manager unless adjusted by change order

- iv. Upon execution of the GMP, the Construction Manager guarantees that to the extent the GMP proposal includes contingencies, no unused contingency shall be transferred, carried over or applied to any other GMP line item, but rather such unused contingency shall inure to the Owner's benefit.

B. Construction Services

a. Bidding and Negotiation.

- i. With the Architect's assistance, the Construction Manager shall prepare and assemble document packets for use in bidding or negotiating the Subcontracts Cost.
- ii. The Construction Manager shall develop subcontractor and supplier interest for each division of the Work and shall pre-qualify proposed subcontractors using a pre-qualification form approved by the Owner and Architect.
- iii. The Construction Manager shall:
 - 1. submit to the Architect the proposed list of subcontractors and review and evaluate information received from the Architect regarding proposed subcontractors; and
 - 2. evaluate the technical competence of all pre-qualified subcontractors.
- iv. The Construction Manager shall negotiate or competitively bid each trade category only by invitation to pre-qualified subcontractors. In the event a subcontractor does not meet a pre-qualification requirement, the Construction Manager in its best judgment may, with the Owner's prior approval, still allow the subcontractor to bid.
- v. The Construction Manager shall review the subcontract breakdowns utilized in the GMP and use its best efforts to obtain bids which are less than the final GMP estimates.
- vi. The Construction Manager shall conduct private bid openings in the presence of the Owner's Representative. The Construction Manager shall communicate bid results to the Owner and the Architect, and to no other persons or entities.
- vii. The Construction Manager shall, for each subcontract, trade or bid division:
 - 1. determine the final bid amounts,
 - 2. prepare and furnish to the Owner a bid tabulation which includes by subcontract, trade and/or bid division, the applicable final GMP estimate and the related final bid amount;
 - 3. identify to the Owner in writing the subcontractors to which the Construction Manager recommends award of subcontracts; and
 - 4. award and enter into a subcontract between itself and each subcontractor which it has recommended, unless otherwise notified by the Owner.

b. Construction Supervision.

- i. Commencing with the award of the first subcontract and terminating on the Date Of Final Completion, the Construction Manager shall provide the following services:
 1. The Construction Manager shall supervise and direct the Work at the Site. The Construction Manager shall, at a minimum, staff the Project Site with personnel who shall:
 - a. supervise and coordinate the Construction Manager's personnel and act as its primary liaison with the Owner and the Owner's Consultant(s);
 - b. coordinate trade contractors and suppliers, and supervise Site construction management services;
 - c. be familiar with all trade divisions and trade contractors' scopes of Work, all applicable building codes, the Construction Documents, and this Contract For Construction;
 - d. check and review shop drawings and materials delivered to the Site, regularly review the Work to determine its compliance with the Construction Documents and this Contract for Construction, periodically confer with the appropriate Owner's consultant(s) to assure acceptable levels of quality; and
 - e. prepare and maintain Project records, process documents, and staff the Site field office.
 2. The Construction Manager shall promptly reject any Work which does not conform to the Construction Documents or which does not comply with any applicable law, statute, building code, rule or regulation of any public authority or agency of which it is aware. The Construction Manager shall immediately notify the Architect(s) and the Owner in writing when it has rejected any Work.
 3. The Construction Manager shall comply with and cause its subcontractors and suppliers to comply with the Project Construction Schedule and applicable sub-schedules. The Construction Manager shall obtain and review schedules from subcontractors and suppliers, coordinate sub-schedules with the Construction Schedule, and enforce compliance with the all applicable schedules to insure timely completion of the Work. If at any time a Project is delayed, the Construction Manager shall immediately notify the Owner of the probable cause(s) and possible alternatives and make recommendations to minimize expense to the Owner.
 4. The Architect will visit the Project Site at intervals appropriate to the stage of construction and with sufficient frequency to familiarize itself with the progress and quality of the Work and to inspect the Work. The Construction Manager shall request that the Architect visit the Site at additional times as the Construction Manager deems necessary to attend meetings, inspect the Work, and render interpretations regarding the Work necessary for the proper

execution of the Work. The Architect's interpretations and decisions shall be final regarding the Construction Documents and the Work.

c. Construction Manager's On-Site Facilities.

i. Commencing at the Date of Commencement and terminating on the Date of Final Completion, the Construction Manager shall provide a Site field office and toilet facilities at the Project Site.

1. The field office facilities shall be large enough to accommodate required meetings and shall include office furnishings and equipment such as desks, telephones, computers, copiers and other similar office equipment.
2. The Construction Manager shall maintain in the Site field office, on a current basis, all necessary Construction Documents, schedules, shop drawings, product data, samples, purchase orders, maintenance manuals and instructions, daily logs, correspondence, memoranda, and all other Project-related documents.
3. The Construction Manager shall provide temporary toilets at the Site for all workers for the duration of the construction period.

EXHIBIT D

FORM A

PRE-CONSTRUCTION SERVICES FEE

COST PROPOSAL FORM

FORM A – PRE-CONSTRUCTION SERVICES COST

Submitted To: Fulton County Government

Submitted By: Winter Johnson Group

For: **#21RFP22421K-DB, CONSTRUCTION MANAGEMENT AT RISK SERVICES
FOR THE NEW FULTON COUNTY ANIMAL SHELTER FACILITY**

Submitted on April 28, 2021

In response to the Request for Proposal, the undersigned, hereby proposes to furnish all pre-construction, labor, technical and professional services, materials, supplies, and equipment for the satisfactory completion of the Pre-Construction Phase for a cost not to exceed Zero **dollars (\$ 0 .00)**, which amount is hereinafter called the Pre-Construction Services Cost.

For Changes in the Work beyond those contemplated by the Proposal Documents, we propose a Fee of 2.75 percent (%) of the actual costs reimbursable to the Construction Manager, as defined by the Proposal Documents.,

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

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

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

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

Enclosed is a Bid Bond in the approved form, in the sum of (\$ 5% of P.P)

Five Percent of Proposal Price Dollars according to the conditions of "Instructions to Proposers" and Section 8 and provisions thereof.

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

The Proposer agrees hereby to commence Pre-Construction Phase Services work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all Pre-Construction Phase Services work under this Contract within **30** consecutive calendar days from and including said date.

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

ADDENDUM # 1 DATED March 12, 2021

ADDENDUM # 2 DATED March 25, 2021

ADDENDUM # 3 DATED April 8, 2021

ADDENDUM # DATED

PROPOSER: Winter Johnson Group

By: Brent Reid

[Name Typed or Printed]



[Name Signed]

Title: Managing Member

Business Address: 5616 Peachtree Road, Suite 100

Atlanta, GA 30341

Business Phone: 404-588-3300

Bidder's Contractor License No: GCCO003287
[State/County]

License Expiration Date: 06/30/2022

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

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

Name	Address
<u>Brent Reid</u>	<u>5616 Peachtree Rd., Ste. 100 Atlanta, GA 30341</u>
<u>Artis Johnson</u>	<u>205 Jupiter Hills Pointe Johns Creek, GA 30097</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

EXHIBIT E

FORM B

CONSTRUCTION FEE%

COST PROPOSAL FORM
FORM B –CONSTRUCTION FEE %

Submitted To: Fulton County Government

Submitted By: Winter Johnson Group

For: **#21RFP22421K-DB, CONSTRUCTION MANAGEMENT AT RISK SERVICES
FOR THE NEW FULTON COUNTY ANIMAL SHELTER FACILITY**

Submitted on April 28, 2021

In response to the Request for Proposal, the undersigned, hereby proposes to furnish all construction (including additional work / change orders), labor, technical and professional services, materials, supplies, and equipment, (pending mutual acceptance of GMP Amendment by Fulton County and Proposer/CM) for the satisfactory completion of the Construction Phase Services for a fee % of Two point seven five **Percent (2.75%)**, which amount is hereinafter called the Construction Fee %, which shall cover the CM's Overhead and Profit.

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

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

The undersigned further declares that it has examined and is fully familiar with all of the provisions of the Technical Documents and any addenda; that it has carefully checked all

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

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

Enclosed is a Bid Bond in the approved form, in the sum of (\$ 5% of P.P.)

Five Percent of Proposal Price Dollars according to the conditions of "Instructions to Proposers" and, Section 8 and provisions thereof.

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

The Proposer agrees hereby to commence Construction Phase Services work under this Contract, with adequate personnel and equipment, on a date to be specified in the agreed upon GMP Amendment and to fully complete all work under this Contract within 180 calendar days (note the Construction Phase begins after the completion of the Pre-Construction Phase).

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Proposal considers and

incorporates any modifications to the originally issued Solicitation Documents included therein.

ADDENDUM # 1 DATED March 12, 2021

ADDENDUM # 2 DATED March 25, 2021

ADDENDUM # 3 DATED April 8, 2021

ADDENDUM # DATED

PROPOSER: Winter Johnson Group

By: Brent Reid

[Name Typed or Printed]



[Name Signed]

Title: Managing Member | Winter Johnson Group

Business Address: 5616 Peachtree Road, Suite 100

Atlanta, GA 30341

Business Phone: 404-588-3300

Bidder's Contractor License No: GCCO003287

[State/County]

License Expiration Date: 06/30/2022

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

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

Name	Address
Brent Reid	5616 Peachtree Rd., Ste. 100 Atlanta, GA 30341
Artis Johnson	205 Jupiter Hills Pointe Johns Creek, GA 30097

EXHIBIT F

FORM C GENERAL CONDITIONS COST

COST PROPOSAL FORM

FORM C – GENERAL CONDITIONS COSTS

Submitted To: Fulton County Government

Submitted By: Winter Johnson Group

For: **#21RFP2242K-DB, CONSTRUCTION MANAGEMENT AT RISK SERVICES
FOR THE NEW FULTON COUNTY ANIMAL SHELTER FACILITY**

Submitted on April 28, 2021

In response to the Request for Proposal, the undersigned, hereby proposes to provide all General Conditions Costs, as defined in the Scope of Work, (pending mutual acceptance of GMP Amendment by Fulton County and Proposer/CM) for the satisfactory completion of the Construction Phase Services for a total cost of \$ 1,878,756*, which amount is hereinafter called the General Conditions Costs.

*General Conditions costs include \$243,750 for the project building permit.

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

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

The undersigned further declares that it has examined and is fully familiar with all of the provisions of the Technical Documents and any addenda; that it has carefully checked all of the words and figures shown in its Cost Proposal; that it has carefully reviewed the accuracy of all statements in this Proposal and attachments; and that it has by careful

examination of the Proposal Documents and any addenda, satisfied itself as to the nature and locate of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the undersigned hereby agrees that the County, its departments and agencies and their representatives shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

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

Enclosed is a Bid Bond in the approved form, in the sum of (\$ 5% of P.P.)

Five Percent of Proposal Price Dollars according to the conditions of "Instructions to Proposers" and Section 8 and provisions thereof.

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

The Proposer agrees hereby to commence Construction Phase Services work under this Contract, with adequate personnel and equipment, on a date to be specified in the agreed upon GMP Amendment and to fully complete all work under this Contract within 180 calendar days (note the Construction Phase begins after the completion of the Pre-Construction Phase).

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Proposal considers and

incorporates any modifications to the originally issued Solicitation Documents included therein.

ADDENDUM # 1 DATED March 12, 2021

ADDENDUM # 2 DATED March 25, 2021


ADDENDUM # 3 DATED April 8, 2021

ADDENDUM # DATED

PROPOSER: Winter Johnson Group

By: Brent Reid

[Name Typed or Printed]



[Name Signed]

Title: Managing Member | Winter Johnson Group

Business Address: 5616 Peachtree Road, Suite 100

Atlanta, GA 30341

Business Phone: 404-588-3300

Bidder's Contractor License No: GCCO003287

[State/County]

License Expiration Date: 06/30/2022

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

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

Name	Address
Brent Reid	5616 Peachtree Road, Suite 100 Atlanta, GA 30341
Artis Johnson	205 Jupiter Hills Pointe Johns Creek, GA 30097

END OF SECTION

EXHIBIT G

BID BOND

PROPOSAL/BID BOND

#21RFP22421K-DB; Construction Management at Risk Services for the new Fulton County Animal Shelter Facility

STATE OF GEORGIA
COUNTY OF FULTON

KNOW ALL MEN BY THESE PRESENTS, THAT WE Winter Johnson Group, a Joint Venture
5616 Peachtree Road, Suite 100, Atlanta, GA 30341
hereinafter called the PRINCIPAL, and Everest Reinsurance Company
P.O. Box 830, Liberty Corner, NJ 07938
hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of
DE and duly authorized to transact Surety business in the
State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in
the penal sum of Five Percent of Proposal Price
 Dollars and Cents (\$ 5% of P.P.) good and lawful money of the
United States of America, to be paid upon demand of the COUNTY, to which payment well and
truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly
and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for #21RFP22421K-DB; Construction
Management at Risk Services for the new Fulton County Animal Shelter Facility a RFP;

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

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

**Construction Management at Risk Services for the
new Fulton County Animal Shelter Facility****Proposal/Bid Bond**

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

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

Five Percent of Proposal Price _____ Dollars

(\$ 5% of P.P. _____) being in the amount of five percent (5%) of the Contract Sum.

The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

**Construction Management at Risk Services for the
new Fulton County Animal Shelter Facility****Proposal/Bid Bond**

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be
duly signed and sealed this 27th day of April, 2021

ATTEST:

Winter Johnson Group, a Joint Venture

PRINCIPAL

(SEAL)

BY Tom Nichols

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

SECRETARY

(CORPORATE SEAL)

Everest Reinsurance Company

SURETY

Michelle Wannamaker, Attorney-In-Fact

(SEAL)

BY



END OF SECTION

ACKNOWLEDGEMENT OF PRINCIPAL
IF A JOINT VENTURE

STATE OF Georgia }

COUNTY OF Dekalb }

On this 27th day of April 20 21, personally appeared before me

Tom Nichols member of the firm/Joint Venture of

Winter Johnson Group, A Joint Venture to me known and known to me to be the individual

described in and who executed the foregoing instrument and he acknowledged to me that he
executed the same for an on behalf of said firm/Joint Venture.

Sworn before me this 27th day of April 20 21

Stephanie Ann Gollas
My Commission Expires
3-1-2022

Notary Public



SURETY ACKNOWLEDGEMENT

STATE OF MARYLAND) SS DATE OF ACKNOWLEDGEMENT: APR 27 2021
COUNTY OF BALTIMORE)

Michelle Wannamaker, Attorney-in-Fact and authorized representative of Everest Reinsurance Company, personally appeared before me on the date of this acknowledgement to affirm and verify that she is authorized to execute the foregoing instrument and acknowledged to me that she executed this instrument as Attorney-in-Fact and for the act and deed of Everest Reinsurance Company.

Notary Seal


Terry D. Shawkey, Notary Public

**State of Maryland
County of Baltimore
Terry D. Shawkey
Notary Public
Commission Expires July 13, 2022**

EVEREST

**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Desiree Cardin, Colette R. Chisholm, Camille Maitland, George O. Brewster, Gerard S. Macholz, Nelly Renchiwich, Rita Losquadro, Thomas Bean, Robert T. Pearson, Susan Lupski, Dana Granice, Michelle Wannamaker, Katherine Acosta

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Nicole Chase
Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

Anthony Romano
By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01RO6239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins


Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 27th day of April 2021.

EVEREST REINSURANCE COMPANY
STATEMENTS OF FINANCIAL CONDITION

	December 31,	
	2020	2019
	Unaudited	Audited
ASSETS		
Bonds	\$ 9,452,250,173	\$ 6,733,064,269
Stocks	914,135,093	579,431,010
Short-term investments	3,099,547	9,977,402
Other invested assets	2,113,872,323	2,024,154,026
Cash and cash equivalents	737,985,959	278,923,034
Accounts receivable-premium balances	2,184,883,136	1,762,474,335
Reinsurance recoverable	759,807,429	553,401,455
Other assets	674,687,110	577,418,297
Total Assets	\$ 16,840,720,770	\$ 12,518,843,828
LIABILITIES		
Loss and loss adjustment expense reserve	\$ 7,727,564,458	\$ 6,025,226,576
Unearned premium reserve	2,024,484,169	1,788,807,161
Ceded reinsurance premium payable (net of ceding commission)	363,237,788	322,866,050
Reserve for commissions, taxes and other liabilities	1,449,431,852	642,804,051
Total Liabilities	\$ 11,564,718,267	\$ 8,779,703,838
SURPLUS AND OTHER FUNDS		
Common capital stock	\$ 10,000,000	\$ 10,000,000
Contributed Surplus	3,400,178,517	2,464,960,596
Unassigned surplus	1,865,823,986	1,264,179,394
Total capital and surplus	\$ 5,276,002,503	\$ 3,739,139,990
Total Liabilities and Surplus	\$ 16,840,720,770	\$ 12,518,843,828

Bonds and stocks are valued on a basis promulgated by the National Association of Insurance Commissioners

DocuSigned by:

58C1DAB84C6F448...

Electronically Signed by Margaret Horn, Vice President this 15th day of April 2021

EXHIBIT H

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Winter Johnson Group on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

389164

EEV/Basic Pilot Program* User Identification Number

Winter Johnson Group

BY: Authorized Officer of Agent (Insert Contractor Name)

Managing Member

Title of Authorized Officer or Agent of Contractor

Brent Reid

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 7th day of April, 2021.

Notary Public: Natalie L. Adelmund

County: Cherokee

Commission Expires: 11/01/2021



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[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].

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CM@Risk Services for the new Fulton County Animal Shelter Facility

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

S. Brent Reid, Winter Johnson Group, Managing Member (70% Ownership), and Winter Construction, CEO
5616 Peachtree Road, Suite 100 | Atlanta, GA 30341

Artis Johnson, Winter Johnson Group, Managing Member (30% Ownership), and Johnson Construction Services, CEO
5616 Peachtree Road, Suite 100 | Atlanta, GA 30341

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

Winter Johnson Group has shown consistent growth since its inception in 2010.

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

No employee, agent or representative of Winter Johnson Group that is or will be directly involved in the subject project has or had within the past (5) five years; (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County, or (iii) directly or indirectly received revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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CM@Risk Services for the new Fulton County Animal Shelter Facility

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

Circle One:

YES

NO

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

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

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

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

[SIGNATURES ON NEXT PAGE]

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CM@Risk Services for the new Fulton County Animal Shelter Facility

WINTER JOHNSON
GROUP 

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

On this 7th day of April, 2021

Winter Johnson Group April 7, 2021
(Legal Name of Proponent) (Date)

[Signature] April 7, 2021
(Signature of Authorized Representative) (Date)

Managing Member
(Title)

Sworn to and subscribed before me,

This 7th day of April, 2021

Natalie L. Adelmund
(Notary Public) (Seal)

Commission Expires 11/01/2021
(Date)



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CM@Risk Services for the new Fulton County Animal Shelter Facility

WINTER JOHNSON
GROUP 

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Winter Johnson Group

Performing work as: Prime Contractor X Subcontractor/Sub-Consultant

Professional License Type (i.e., Georgia Utility License, Engineering, etc):

General Contractors License

Professional License Number:

GCCO003287

Expiration Date of License:

06/30/2022

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

Signed: 

Date: April 7, 2021

(ATTACH COPY OF LICENSE)

See Attached

#21RFP22421K-DB
CM@Risk Services for the new Fulton County Animal Shelter Facility

WINTER JOHNSON
GROUP 

**FORM D3: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: Winter Johnson Group

General Contractor's License Number: GCCO003287

Expiration Date of License: 06/30/2022

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

Signed:



Date: April 7, 2021

See Attached
(ATTACH COPY OF LICENSE)



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (844) 753-7825
www.sos.state.ga.us/plb

Steven Brent Reid
5616 Peachtree Road
Suite 100
Atlanta GA 30341



STATE OF GEORGIA
COUNTY OF FULTONFORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Winter Johnson Group is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Johnson Construction Service
(BUSINESS NAME)

205 Jupiter Hills Pointe, Johns Creek, GA 30097
(FULTON COUNTY BUSINESS ADDRESS)

President
(OFFICIAL TITLE OF AFFIANT)

Artis Johnson

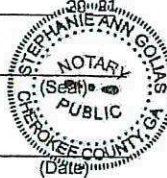
(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 27th day of April, 2021

Stephanie Ann Golias
(Notary Public) Stephanie Ann Golias



Commission Expires: March 1, 2022
(Date)

EXHIBIT I

**OFFICE OF
CONTRACT COMPLIANCE FORMS**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

Managing Member

Winter Johnson Group

Title

Firm Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) It is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) The promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) The promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) The failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) The bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Brent Reid

TITLE: Managing Member | Winter Johnson Group

SIGNATURE: 

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit the form that lists all subcontractors/suppliers who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Johnson Construction Services

ITB/RFP Name & Number: CM@Risk Services for the New Fulton County Animal Shelter Facility

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☐, is ☒ a minority or female owned and controlled business enterprise. ☒ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ☐ **Small Business (SBE)**; ☐ **Service Disable Veteran (SDVBE)**; ☐ **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**
☐ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Joint Venture Prime Contractor:

\$ _____ Or _____ %

2. This information below must be completed and submitted with the bid/proposal when a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement as outlined on page 3 Section 6.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

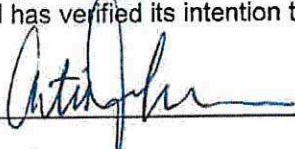
3. Lists all subcontractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Form and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event, the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and has verified its intention to participate.

Signature:  Title: President

Business or Corporate Name: Johnson Construction Services

Address: 205 Jupiter Hills Pointe, Johns Creek, GA. 30097

Telephone: (404) 790-8985

Fax Number: (404) 814-2844

Email Address: al.johnson@thejohnsoncompanies.com

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

[illegible]

**EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM**

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
CenterPoint Sitework & Utilities, Inc.	510 Plaza Drive, Ste 2720, Atlanta GA 30349	Charles Allender	callender@cpsitework.com	678-515-8193	Sitework	N/A	No response
Lewis Contracting Services	457 Flat Shoals Ave SE Ste 2, Atlanta GA 30316	David Dillard	ddillard@jewiscontractingservices.com	404-522-1538	Sitework	AABE	No response
Berkel & Company	730 Marks Lane, Austell GA 30168	Joe Brand	Joe@berkelandcompany.com	770-941-5100	Piles	N/A	
Keller North America	515 Nine North Court Alpharetta GA 30004	Redd Schoening	rcschoening@keller-na.com	770-442-1801	Piles	N/A	Will Bid
Morris Shea Bridge Co Inc	609 S 20th St, Irondale AL 35210	Duane Bents	estimating@morrisheea.com	205-956-9518	Piles	N/A	No response
Schnabel Foundation Company	1654 Lower Roswell Rd, Marietta GA 30068	Scott Ballenger	ballenger@schnabel.com	770-971-6455	Piles	N/A	No response
C&S Paving	786 Ruby Street, Marietta GA 30061	Kent Jones	kent@cspaving.com	770-422-9124	Paving	FBE	No Bid
Magnum Paving	140 Baker Industrial Court, Villa Rica GA 30180	Garrett Yerkey	garrett@magnumpavingga.com	770-919-0911	Paving	N/A	No response
Upstate Curb Inc	136 Shady Grove Rd, Homer GA 30547	Wes Whitfield	wes@upstatecurb.net	706-677-2446	Curb & gutters	N/A	No response
A Park Rite Co	PO Box 1058, Buford GA 30515	Bob Rushmore	rrushmore@aol.com	770-271-1000	Striping and signs	N/A	No response
BlackJack Paving	135A Shamrock Industrial Blvd, Tyrone GA 30290	Danielle Spriggle	Danielle.blackjackpaving@gmail.com	678-364-9696	Striping and signs	N/A	No response
Highway Markings LLC	1610 Kingsley Court, Lawrenceville GA 30043	Jim Troutman	lroutman@bellsouth.net	770-237-9997	Striping and signs	N/A	No response
Galvao Pavers LLC dba GP Hardscape	2837 Dogwood Lane, Cumming GA 30040	Wendy Arceneaux	wendy@gphardscape.com	470-334-6410	Unit Pavers	HABE	No response
Lindavid Inc dba C&C Fence	2680 Highway 42 North, McDonough GA 30253	Stephanie Spruill	sales@cncfence.com	770-603-9745	Fencing	FBE	No response
Natural Enclosures Fence Co	334 Brannan Rd, McDonough GA 30253	David Marzka	david@ne-fence.com	770-506-3222	Fencing	N/A	No response
Property Masters Commercial Landscaping	1460 Woodstock Rd, Roswell GA 30075	Dara Summers	dara.summers@propertymasters.com	770-792-5533	Landscaping & irrigation	N/A	No response
Russell Landscape Contractors LLC	4300 Woodward Way, Sugar Hill GA 30518	Jeremy Ward	jeremyw@russelllandscape.com	770-446-3552	Landscaping & irrigation	N/A	No response
Tri Scapes Inc	1595 Peachtree Parkway Ste 204-396, Cumming GA 30041	Brian Bennett	brian@triscapes.com	678-357-3336	Landscaping & irrigation	FBE	No response
Hemma Concrete	819 Dickens Industrial Dr Ste 3, Marietta GA 30062	Andrew Noble	anoble@hemmaconcrete.com	678-504-0172	Concrete	N/A	No response

**EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM**

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
Technique Concrete Construction	3556 Calumet Road, Decatur GA 30034	Billy Freeman Jr	btfreeman@techniqueconcrete.com	678-949-9476	Concrete	AABE	No response
Gunby Construction Co Inc	13400 Lackey Road, Roswell GA 30075	Mike Wrinkle	mwrinkle@gunbyco.com	770-442-1594	Concrete	HABE	Will Bid
Precision 2000	2215 Lawson Way, Chamblee GA 30341	Jaime Bolero	jbolero@precision2k.com	770-455-6142	Concrete	HABE, FBE	No response
Tafola's Construction Inc	965 Oakland Rd, Suite 2A, Lawrenceville GA 30044	Giovani Serrano	giovani@tafolasconstruction.com	770-617-6580	Concrete	HABE	No response
Gate Precast	402 Zoo Parkway, Jacksonville FL 32226	Billy Craig	bcraig@gateprecast.com	904-757-0860	Precast Concrete	N/A	No response
Metromont Corp	2475 Northwinds Pkwy, Ste 200, Alpharetta GA 30004	Angela San Martin	asanmartin@metromont.com	404-840-8589	Precast Concrete	N/A	No response
Eagle Construction & Restoration	PO Box 3377, Lilburn GA 30048	Francisco Martinez Jr	fmarti1042@eaglecr.com	770-2948859	Masonry	HABE	No response
JMA Masonry LLC	51406 Verbena Dr NW, Acworth GA 30102	Joe Musa	joemus@bellsouth.net	678-409-0771	Masonry	N/A	No response
M&D Masonry Inc	409 Southerfield Road, Americus GA 31719	Scott Smith	scott@mdmasonry.com	404-473-0807	Masonry	N/A	No response
Jonquil Steel & Construction	140 Veterans Memorial Hwy SE, Mableton GA 30126	Corey Battle	cbattle@jonquilsteel.com	770-948-9876	Steel	N/A	No response
South Central Steel	3504 HWY 280 E - Harpersville, AL 35078	Andy Schroeder	andy@scssteel.com	205-672-2904	Steel	N/A	No response
Steel LLC	405 N Clarendon Ave, Scottdale GA 30079	Clay Hawkins	chawkins@steelincga.com	404-292-7373	Steel	N/A	No response
Stein Steel & Supply Company	933 Kirkwood Ave SE, Atlanta GA 30316	Wayne Fields	wfields@steinsteel.com	404-523-2711	Steel	N/A	No response
Georgia Institutional Furnishings	103 Gardner Park, Peachtree City GA 30269	Debbie Frizzell	dfrizzell@gainst.com	770-486-6431	Millwork	N/A	No response
USA Millwork Atlanta	2883 Pleasant Hill Road, Duluth GA 30096	Jeanne Cordum	atl.estimating@usa-millwork.com	470-289-4581	Millwork	N/A	No response
Alpha Insulation & Waterproofing	1300 Williams Dr Ste A, Marietta GA 30066	LeWan Griffin	lgriffin@alphawp.com	770-424-8600	Waterproofing	N/A	No response
Chambless Construction Specialties	1688 Sands Place Ste A, Marietta GA 30061	Seth Chambless	seth.chambless@chamblessconstruct.com	770-952-2846	Waterproofing	N/A	No response
Hdbrook Waterproofing	191 Rio Circle, Decatur GA 30030	Greg Simmons	hwcoog1@bellsouth.net	678-357-3336	Waterproofing	N/A	No response
Metro Waterproofing	2935 Alcove Drive, Scottdale GA 3079	Andrew Noble	anoble@hemmaconcrete.com	678-504-0172	Waterproofing	N/A	Will Bid

**EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM**

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
Southwest Restoration & Fireproofing Co Inc	4598A Stonegate Industrial Blvd, St. Mountain GA 30083	Thomas Deeds	ldeeds@serest.com	404-297-8388	Waterproofing/Fireproofing	N/A	No response
Northside Building SVCS Inc	322 Northpointe Parkway Ste F, Acworth GA 30102	Bryan LaVigne	blavigne@bellsouth.net	770-529-0970	Roofing	HABE	No response
Roof Technology Partners LLC	323 Bell Park Drive, Woodstock GA 30188	Ryan Gaddy	ryan@rooftechtechnologypartners.com	678-401-5200	Roofing	N/A	No response
Summers Roofing Company Inc	135 Mauldin Drive, Alpharetta GA 30004	Brian Bick	brian@summersroofing.com	770-663-4211	Roofing	FBE	No response
Tera-Systems LLC	3276 Buford Dr, Ste 104-173, Buford GA 30519	Josh Gaddis	josh.gaddis@tera-systems.com	770-845-3305	Roofing	AABE	No response
Bristol Engineered Metals Inc	327 Dahionega St, Ste 201A, Cumming GA 30040	Mark Jansen	mark@bristol-eng-metals.com	770-623-3752	Metal Roofing & Wall Panels	N/A	No response
The Miller-Clapperton Partnership Inc	8050 Troon Circle, Austell GA 30168	Natasha Cordell	bids@millerclapperton.com	770-941-8281	Metal Roofing & Wall Panels	N/A	No response
Kelley Brothers	5110 Parkway North Dr, Ste B, Cumming GA 30040	David Parker	dparker@kelleybros.com	770-882-2834	Doors, Frames & Hardware	N/A	No response
Tebarco Door & Metal Services Inc	1905 Grassland Parkway, Alpharetta GA 30004	Jeff Bissell	jeffbissell@tebarcodoor.com	770-740-8500	Doors, Frames & Hardware	N/A	No response
Overhead Door of Atlanta	5105 Avalon Ridge Pkwy NW, Peachtree Corners GA 30071	Gary Wright	gary.wright@dhpac.com	404-872-3667	Overhead Doors	N/A	No response
River City Door	PO Box 8087 - Columbus, GA 31908	Brad Hickman	bhickman@rivercitydoors.com	706-565-5305	Overhead Doors	N/A	No response
Southeastern Dock & Door Inc	667 Perimeter Road, Greenville SC 29605	Lake Carroll	lcarroll@sedd.us.com	864-277-8877	Overhead Doors	N/A	No response
Commercial Glass Installation Inc	PO Box 2410, Cleveland GA 30528	Matt Quarles	matt@comm-glass.com	706-348-6200	Glass & Glazing	N/A	No response
EGM Services Inc	4251 E. Side Drive, Decatur GA 30034	Arthur Queen	ajqueen@egmallanta.com	404-288-9521	Glass & Glazing	AABE	No response
Ochoa General Interiors Inc	3145 Dogwood Dr, Ste A, Hapeville GA 30354	Jose Ochoa	jose@ochoaconstruction.com	678-468-2697	Drywall	HABE	No response
Principle Partners Inc	6939 Commercial Drive, Morrow GA 30260	Stephen Schroeder	sschroederii@principlepartnersinc.com	770-960-0442	Drywall	N/A	No response
Winter Construction	5616 Peachtree Rd Ste 100, Atlanta GA 30341	Wayne Wright	Wwright@winter-construction.com	404-640-9369	Drywall	N/A	May bid
C.C. Owen Tile Company	PO Box 625, Jonesboro GA 30237	Rod Owen	rodowen@ccowentile.com	770-478-5111	Terrazzo Flooring	N/A	No response
Doyle Dickerson Terrazzo Inc	1709 University Commercial Pl -Charlotte, NC 28213	Boutros Boutros	boutros@doyledickersonterrazzo.com	704-921-4940	Terrazzo Flooring	N/A	No response

**EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM**

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
United Enterprises	331 Verona Avenue, Buford GA 30518	Beth Starkey	estimating@unitedei.com	770-904-6984	Terrazzo Flooring	N/A	No response
Premier Contract Carpet Inc	150 Royal Wood Court, Tucker GA 30084	Mason Garrison	mason@pccarpet.com	678-802-2916	Carpet/Vinyl Flooring	N/A	No response
Plexi-Chemie Inc dba Industrial Flooring Specialists	606-6 Lane Ave North - Jacksonville, FL 32254	Joanne Grant	jgrant@plexichemie.net	904-693-8600	Special Coatings-Floor	N/A	No response
The Paint Doctor	700 Old Roswell Lakes Pkwy Ste 110, Roswell GA 30076	Chris Rice	crice@atlantaspaintdoctor.com	404-524-8283	Painting	NABE	Will Bid
A. Ritz Interiors	8055 Troon Circle SW, Ste 110D, Austell GA 30168	Andy Ritz	andy@ritzinteriors.net	678-310-0671	Acoustical Treatments	WBE	No response
South Eastern Acoustics Inc	4850 Golden Pkwy Ste B338, Buford GA 30518	Phil Boyd	phil@southea.com	678-482-6448	Acoustical Treatments	N/A	No response
Accessories Unlimited	4581 Stonegate Industrial Blvd, St. Mountain GA 30083	David Cole	david@accunl.com	770-833-0224	Specialties	N/A	No response
Donco Inc	210 Parkade Court, Peachtree City GA 30269	Rob Walkins	rob.walkins@doncoinc.com	770-461-1125	Specialties	N/A	No response
Ultra Fiberglass Systems	9723 West Carmen Ave, Milwaukee WI 53225	Jason Mueller	jasonm@ultrafiberglass.com	414-375-1314	Specialties	N/A	No response
CPE American LLC dba Claridge Southeast	100 Jeanette Barrett Ind Blvd, Wetumpka AL 36092	Justin Lott	jlotl@claridgese.com	334-514-4524	Specialties	N/A	No response
APCO Graphics Inc	388 Grant Street, Atlanta GA 30312	Ngoc Vu	sales@apcosigns.com	404-688-9000	Signage	N/A	No response
DENYSE Signs	4521 Industrial Access Rd, Douglasville GA 30134	Stephen Elliott	selliott@denyseco.com	770-942-0688	Signage	WBE	No response
Henry Graphics Inc	1030 Parkway Ind Park Dr, Buford, GA 30518	Shannon Henry	sherry@henrygraphics.com	770-932-3222	Signage	N/A	No response
Image Makers Marketing	1843 Blackwater Dr Ste 200, Marietta GA 30066	Baine Gossett	Baine.gossett@mmail.com	770-926-9552	Signage	N/A	No response
Access Security Parking Integrated Solutions	2737B Apple Valley Road, Atlanta GA 30319	Allen Gulick	alleng@aspisparking.com	404-600-5298	Parking Control Equipment	N/A	No response
Controlled Access Inc	1791 Williams Drive, Marietta GA 30066	JD Dodd	jd.dodd@caisystems.com	770-795-1919	Parking Control Equipment	N/A	No response
ITR of Georgia Inc	3346 Montreal Station, Tucker GA 30084	Sam Tupman	stupman@itrogeorgia.com	770-652-8699	Parking Control Equipment	WBE	No response
Southern Dock Products	1400 Northbrook Pkwy, Ste 360, Suwanee GA 30024	Kevin McCormick	kevin.mccormick@southerndock.com	404-275-0402	Loading Dock Equipment	FBE	No response
Translift Dock & Door LLC	5097 Highway 5, Douglasville GA 30135	Vernon Yawn	vernon@transliftllc.com	205-685-0600	Loading Dock Equipment	N/A	No response

**EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM**

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
H E Hodge Co Inc	2393 Pendley Rd, Ste 200, Cumming GA 30041	Greg Hodge	GHodge@hehodge.com	406-993-2121	Fixed Sealing	N/A	No response
SSE and Associates Inc	1205 Peachtree Pkwy Ste 1204, Cumming GA 30041	Chuck Hundey	CHundey@sseteam.com	470-281-5850	Fixed Sealing	N/A	No response
Allied Logistics Inc	5427 Armour Road, Columbus GA 31909	Jeremy Preichett	Jeremy@alliedlogistics.net	706-573-5953	FF&E	AABE	No response
Polk County Public Service Inc	291 Huntington Road, Cedartown GA 30125	Danny Smith	Danny@pcpscompany.com	770-748-9038	Plumbing	N/A	No response
Tebarco Mechanical Corp	1690 Bluegrass Lakes Parkway, Alpharetta GA 30004	Tony Adams	TAdams@tebarco.com	770-475-5552	Plumbing/HVAC	N/A	No response
Conditioned Air Systems	2410 Hilton Way SW - Gainesville, GA 30501	Andy Kalinauskas	AndyK@conditionedairsystems.com	770-536-7509	HVAC	N/A	No response
Alliance Fire Protection Services Inc	6100 GA Hwy 20 Ste G- Loganville, GA 30052	Janice Walters	sales@alliancefire.com	770-554-5004	Fire Sprinkler	WBENC	Will Bid
Fire Sprinkler of Atlanta LLC	4405 International Blvd, Norcross GA 30093	Aaron Schneider	Aarons@firesprinklerofatl.com	404-934-0222	Fire Sprinkler	N/A	No response
Dixie Electric Company	5195 Shiloh Road, Cumming GA 30040	Brian Rusie	BRusie@dixieelectric.net	770-663-8440	Electrical	N/A	No response
Whitehead Electric Company	5843 Jacaranda Drive SE, Mableton GA 30126	Bill Plotner	bPlotner@whiteheadelectric.com	678-553-1308	Electrical	VOSB	Will Bid

Company Name: Winter Johnson GroupProject # & Title: 21RFP22421K-DB Construction Management At Risk Services for the New Fulton County Animal Shelter FacilityPrinted Signature: Brent ReidDate: 4/28/2021

EXHIBIT J

INSURANCE AND RISK MANAGEMENT FORMS

New Animal Shelter

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Winter Johnson Group

SIGNATURE: 

NAME: Brent Reid

TITLE: Managing Member | Winter Johnson Group

DATE: April 7, 2021

Client#: 25362

WINTGROU

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
4/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola		
	PHONE (A/C, No, Ext): 770-220-7699	FAX (A/C, No):	
	E-MAIL ADDRESS: jerry.noyola@greyling.com		
INSURED Winter Johnson Joint Venture; Attn: Ralph Mumme 5616 Peachtree Road; Suite 100 Atlanta, GA 30341	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Co		16535
	INSURER B: Starr Indemnity & Liability Company		38318
	INSURER C: American Zurich Ins. Co.		40142
	INSURER D: Ironshore Specialty Insurance Co.		25445
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 20-21

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

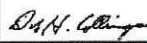
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			GLO551426403	11/01/2020	11/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NOW-OWNED AUTOS ONLY			BAP551426503	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			1000584504201	11/01/2020	11/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC551426303	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			DCP7NAB3W AD001	11/01/2020	11/01/2021	Per Claim/Agg. \$10M
D	Pollution Liab			ICELLUW00101242	11/01/2020	11/01/2021	Each Occ./Agg. \$10M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project #21RFP22421K-DB - CM@Risk Services for the new Fulton County Animal Shelter Facility. Fulton County Government, its Officials, Officers & Employees are named as Additional Insureds with respects to General Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government Purchasing Department 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303-3459	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CUND1

WINTER JOHNSON
GROUP 

EXHIBIT K

SPECIAL CONDITIONS

SECTION 179D ALLOCATION

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code in order to encourage the energy efficient design and construction of new or rehabilitated properties. This program allows tax exempt government building owners to allocate potential Section 179D deductions for energy efficient building envelope, HVAC and hot water systems, or interior lighting systems to taxpayers who worked on those systems for the government-owned buildings. Taxpayers eligible to receive an allocation may include an architect, engineer, contractor, environmental consultant or energy services provider.


In the event that the #21RFP22421K-DB New Fulton County Animal Shelter Facility ("Building"), located at 1251 Fulton Industrial Boulevard , Atlanta , GA 30318 meets the energy efficiency requirements of Section 179D, _____, representative for Fulton County, Georgia ("Property Owner"), the owner of the Building allocates the full federal income tax deduction available under Section 179D attributable to the *building envelope, HVAC and hot water systems, and lighting systems* to Winter Johnson Group, A Joint Venture for their work on the Building. The Building will be placed into service in _____ (Completion Date) and the cost of the property is \$1,878,756.00 (Contract Value).

We acknowledge that at the time of signing, the Building has not yet been certified as meeting the energy efficiency requirements of Sec. 179D. Attached documents (if any) do not relate to the energy efficiency of the Building.

Required IRS Statement:

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

AGREED TO AND ACCEPTED:

DocuSigned by:


14E1B4AA5F6A44A...
 Signature (Owner Representative)

Robert L. Pitts

 Print Name

Chairman

 Title

141 Pryor St., SW, Atlanta GA 30303

 Address

(404) 613-9810


 Telephone Number

robert.pitts@fultoncountyga.gov

 E-Mail Address

08/05/2021

 Date

DocuSigned by:


581676F17B49B...
 Signature (Winter Johnson Group, A Joint Venture)

Artis L. Johnson

 Print Name

Managing Member

 Title

5616 Peachtree Road, Chamblee GA 30341

 Address

(404) 790-8985

 Telephone Number

ajohnson@winterjohnsongroup.com

 E-Mail Address

August 2, 2021

 Date

Property Name	Property Address	Placed In Service	Cost of Property
#21RFP22421K-DB New Fulton County Animal Shelter Facility	1251 Fulton Industrial Boulevard, Atlanta, GA 30318		

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Signature (Owner Representative)

DocuSigned by:
Artis Johnson
52F167BF1F7D496...
Signature (Winter Johnson Group, A Joint Venture Representative)