

AMENDMENT NO. 5 TO FORM OF CONTRACT

Contractor: **CBRE Heery/Russell, a Joint Venture**

Contract No. **10RFP04122K-DJ, Program Management Services for Fulton County Library System Capital Improvement Program, Phase II**

Address: **3550 Lenox Road, Suite 2300**
City, State **Atlanta, GA 30326**

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Contact: **Rob Chomiak**
Senior Managing Director

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with CBRE Heery/Russell, a joint to provide Project Management Services for Fulton County Library System Capital Improvement Program, dated 1st day of September, 2010, on behalf of the Atlanta Fulton County Library; and

WHEREAS, the purpose for this amendment is to amend the existing Scope of Work to provide Program Management Services for Phase II branch library renovation projects and the Central Library; and to extend contract period for an additional eight (8) month to complete two (2) branch libraries, project LEED Administration and support project additions for Phase II, effective dates: May 1, 2021 through December 31, 2021; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **April 21, 2021, BOC Items #21-** .

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 5 to Form of Contract is effective as of the 21st day of April, 2021, between the County and **CBRE Heery/Russell, a Joint Venture.**, who agree that all Services specified will be performed in accordance with this Amendment No. 5 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** CBRE Heery/Russell, a joint venture, as the Program Management Team (PMT) is and will remain responsible to oversee work, monitor, direct, check, review and comment on design as well as related work performed by others and all other program management functions necessary to execute the Library Capital Improvement Program, Phase II. In collaboration with the Owner's Representative Team, which will consist of staff from the Library, the Department of Real Estate and Asset Management (DREAM), Risk Management, Purchasing & Contract Compliance, Department of Information Technology (DoIT) and County Auditors, the PMT will maintain primary responsibility for coordination, cost estimating, planning management and implementation of controls to ensure projects remain on their critical path schedule and for the successful construction and delivery of each library projects and the completion of project additions to Phase II branch libraries and Central Library.

Under the direction of County staff, the PMT will remain responsible for:

- a. Development of specialized procurements for Phase II branch libraries and Central Library construction and added projects
- b. Project scheduling
- c. Ongoing Master and Project Budget management
- d. Preparation of criteria and development of Requests for Proposal for design/build teams, estimators and schedulers, as may be required
- e. Management of new and/or renovation projects
- f. Transitioning of projects to Fulton County for opening/re-opening and occupancy
- g. Project controls
- h. Project close-out
- i. Cost estimating
- j. Project LEED Administration outline and project registration
- k. Administrative support

As providers of Construction Administration Services, CBRE Heery/Russell, a joint venture, will oversee construction administration for all aspects of construction and contract administration.

Construction Administration (CA) Services will involve:

3 on-site employees

- 1 - Full-time Program Manager
- 1 - Full-time Construction Manager Owner Agents (CMOA)
- 1 - Full-time Administrative Assistant (for a period of 3 months)

The Program Manager will be responsible for leadership of the CBRE Heery/Russell team. Management of all activities related to both the design and remaining construction phase services as required.

The Construction Manager Owner Agents primary responsibilities will be to ensure construction managers, architects and specialty consultants are performing their scopes of work as required. Each CMOA will be assigned multiple projects and they will be responsible to ensure all construction phase data is maintained. Additionally, they will be responsible for:

- Construction site observations and reports
- Leadership of Bi-weekly construction meetings
- Consistent meeting agenda content and reporting
- Enforcement of use of controls software for reporting – RFI's Submittals, and ASI's, etc. as required
- Review pay applications and invoices
- Input to Program Monthly and Quarterly Reports
- Maintain a determined meeting and site visit schedule

The Program Manager will develop and maintain monthly and quarterly progress reports; prepare meeting agendas; maintain logs of construction as-built documents; develop and maintain logs of warranty work; and assist with financial information gathering and development of reports.

The Program Management Team will provide direction to the project design and construction teams by establishing LEED goals and achievement of the goals including all required documentation and submittals required for project certification through the development of a LEED outline for Peachtree and MLK Libraries.

Administrative Assistant will provide administrative support to the team including scheduling meetings, filing documents and maintaining relevant project information in an organized manner.

The PMT will not be eligible to compete for any design services on any of the library projects, nor be allowed to participate on any construction, construction management or design/build team under this Capital Improvement Program.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$492,246.81** (Four Hundred and Ninety Two Thousand Two Hundred and Forty Six Dollars and Eighty One Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 5 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 5 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 5 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

CONSULTANT:

**CBRE HEERY/RUSSELL, A
JOINT VENTURE**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Rob Chomiak, PE, CCM
Senior Managing Director

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

Joseph N. Davis, Director
Department of Real Estate and
Asset Management

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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