

CONSTRUCTION MANAGEMENT CONTRACT

for:

OWNER:

Atlanta Independent School System
130 Trinity Avenue, SW
Atlanta, Georgia 30303

CONSTRUCTION MANAGER:

ARCHITECTS:

AGREEMENT

THIS AGREEMENT made as of this _____ day of _____, _____ (the “**Agreement**”), by and between **THE ATLANTA INDEPENDENT SCHOOL SYSTEM**, having a mailing address of 130 Trinity Avenue, SW, Atlanta, Georgia 30303 (hereinafter called “**Owner**”), and _____ having a mailing address of _____ (hereinafter called “**Construction Manager**”).

W I T N E S S E T H:

That whereas Owner intends to do _____ (the “**Project**”) located at _____ (the “**Premises**” or “**Project Site**”) in accordance with the contract documents herein referred to or attached.

NOW THEREFORE, Owner and Construction Manager, for the consideration hereinafter named, agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

This Agreement, the Drawings and Specifications, Addenda, if any, the General Conditions and General Requirements, the Special Conditions and Special Requirements, the Supplementary or other Conditions and Requirements, if any, written Modifications, and all documents listed or described in **Attachment “A”** and any documents attached to or referenced herein (collectively referred to herein as the “**Contract Documents**”) constitute the “**Contract**.” The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, either written or oral, which are not included in the Contract Documents.

Any capitalized terms used in this Agreement and not defined in this Agreement shall have the meanings ascribed to them in the Contract Documents. If any terms, provisions or conditions contained in any of the Contract Documents contradict or are inconsistent with any of the terms, provisions or conditions of this Agreement, this Agreement shall govern.

ARTICLE 2. CONTRACT WORK

Construction Manager agrees to provide all labor, materials, equipment, tools, services and all other things necessary or appropriate for the proper and complete execution of the Work (as said term is defined in Section 00700, Item 2.01 of the Project Manual), including the payment of any and all taxes related thereto.

The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Construction Manager acknowledges and agrees that, in each instance, it is the desire and intent of the parties hereto that, in connection with the interpretation and fulfillment of

the Work to be performed pursuant to the Contract Documents, Construction Manager shall construe any and all provisions so that, at all times, the highest intent of the Contract shall govern the Work to be performed and the manner in which it is completed. A reference in one of the Contract Documents to a particular item of the Work or result to be achieved shall be sufficient to require that such item of Work or result, as applicable, is required under all of the Contract Documents. This may be hereinafter referred to from time to time as achievement of the **“Highest Intent of the Contract.”**

The Work shall comply with all applicable laws, regulations, ordinances and requirements of federal, state and local governments or agencies having jurisdiction over the Work to be performed hereunder. Construction Manager shall give all notices and shall prepare, or cause to be prepared on behalf of Owner appropriate applications for the issuance of those certificates, permits and licenses necessary to be obtained from local government agencies, boards, officials or authorities for the construction of the Work and shall, on a timely basis, obtain all licenses and permits required, unless otherwise indicated in the Contract Documents.

Construction Manager shall provide Owner with a certificate of occupancy.

ARTICLE 3. TIME OF COMPLETION

The Work to be performed hereunder shall be commenced within _____ calendar days (_____) after receipt by Construction Manager of the Notice to Proceed from Owner and shall be fully complete in _____ calendar days (_____), time being of the essence of this Agreement. The parties acknowledge and agree that in the event the Work is not substantially completed in _____ number of calendar days (_____), Owner will suffer substantial damages. The parties agree that a reasonable estimate of said damages is \$1,500.00 per day for each calendar day of delay in substantial completion of the Work. The parties further agree, and specifically acknowledge, that said amount of liquidated damages does not constitute a penalty.

ARTICLE 4. CONTRACT AMOUNT

In consideration of the performance of the Work hereunder, Owner agrees to pay Construction Manager, in current funds, the Guaranteed Maximum Price (“GMP”) of _____ AND NO/100 DOLLARS (\$_____) which is the GMP set forth on the GMP Rider that is a part of **Attachment “A”** hereto and shall be payable in the manner provided in the General Conditions and Division 1 of the Specifications.

ARTICLE 5. CHANGES IN THE WORK

Owner may from time to time, by written instructions issued to Construction Manager, make changes in the Drawings or Specifications and issue additional instructions, require additional work or direct the omission of work previously ordered, and the provisions of the Contract shall apply to all such changes, modifications, additions or deletions with the same effect as if they were embodied in the original Contract Documents.

Extensions of the time for full completion of the Work shall not be granted on account of additional work ordered by Owner if it is possible to complete such additional work prior to the completion date.

The cost or credit to Owner resulting from a change in the Work shall be determined in the manner provided in the General Conditions. Such cost if determined by actual cost plus percentage fee markup for overhead and profit shall be compensated as follows:

- (i) Actual cost plus ____% for overhead and ____% for profit if performed by Construction Manager;
- (ii) Actual cost plus ____% for overhead and profit if performed by subcontractor(s).

To the extent that a change in the Work, or other act or omission of Owner or Owner's other contractors, other vendors, suppliers, agents or representatives, causes the final completion of the Work to be extended, Construction Manager shall be entitled to reimbursement for extended overhead directly attributable to the delay in final completion. In making such claim, the Construction Manager shall have the affirmative duty to provide evidence that there was an actual delay to final completion, which delay was not concurrent with any other delay in final completion, except for any other delay or delays for which adjustment is allowed hereunder. To the extent that Construction Manager receives a markup on its costs, as set forth herein, for the work which gave rise to the delay in final completion, said markup shall be a credit against any extended overhead costs to which Construction Manager is entitled hereunder.

ARTICLE 6. NO ORAL MODIFICATION

This Contract shall not be changed or modified by any oral agreement or any other agreement unless the same is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

ARTICLE 7. LIENS

Construction Manager for itself and its subcontractors, material suppliers and employees acknowledges that no lien or claim may be filed against the Premises; and further, that if in violation hereof, there shall be any lien, or other claim for monies due or to become due for which, if established, Owner might be liable, and which would be chargeable to Construction Manager, Construction Manager shall immediately satisfy or bond the same, or Owner shall have the right to bond said lien or claim or otherwise discharge the same and to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify it against such lien or claim with interest, together with the expense incident to discharging such lien or claim or defending suit to enforce such lien or claim, including any premiums charged for a bond and any and all reasonable attorney's fees and disbursements actually incurred, all of which Construction Manager agrees to pay. Construction Manager expressly agrees to include a lien waiver clause in any and all of its subcontracts.

ARTICLE 8. DISBURSEMENTS

Construction Manager shall pay all subcontractors and suppliers in accordance with the Georgia Prompt Payment Act; provided, however, that nothing contained in said Act shall limit the right of Owner to withhold payment for reasons that are in accordance with the terms and provisions of the Contract.

ARTICLE 9. TITLE TO THE WORK

Title to all work completed during the course of the construction and all materials on account of which payment has been made shall vest in Owner. Title to all supplies and materials to be incorporated into the Work shall immediately vest in and become the sole property of Owner upon delivery of such supplies and materials to the Project Site and prior to their becoming part of the permanent structure or other improvements.

This provision shall not be construed as relieving Construction Manager from the sole responsibility for the care and protection of materials and work completed and in the course of construction, or the restoration of any damaged work, or as a waiver of the right of Owner to require fulfillment of all terms of this Contract.

ARTICLE 10. LEGAL ACTIONS

Whenever, pursuant to any provisions of the Contract, Construction Manager shall be required to appear in or defend any suit, action or proceeding under the Contract and Construction Manager appears in any such suit, action or proceedings, the judgment or final order in which, or the cost of which may be chargeable against Owner under the Contract, Construction Manager shall give Owner prompt written notice thereof. Construction Manager shall have the right to obtain counsel and Owner shall also have the right to reasonably object to any such counsel. Further, Owner shall be notified of all events relating to said action and shall have a right to suggest a course of action to be taken by Construction Manager and its counsel. All reasonable attorneys' fees and costs actually incurred in connection with such action or proceeding shall be paid as required pursuant to any such provision.

ARTICLE 11. ASSIGNMENTS

Construction Manager shall not assign in whole, or any part, of the Contract, or any monies due thereunder, or to become due thereunder, without the prior written consent of Owner. If Construction Manager assigns all or any part of any monies due or to become due under the Contract, the instrument or assignment shall contain a clause substantially to the effect that the right of the assignee in and to any monies due or to become due to Construction Manager shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied in connection with the performance of the Work.

Notwithstanding anything herein to the contrary, in the event of an assignment by Construction Manager of the right to receive payment hereunder, Owner shall have no obligation to make such payment.

ARTICLE 12. SEVERABILITY

The invalidity in whole or in part of any article, section, subsection, sentence, clause, phrase or word, or other provision of this Agreement, and any exhibits attached hereto, shall not affect the validity of the remaining portions thereof. No waiver by Owner of any one or more defaults by Construction Manager in the performance of any of the terms, provisions or conditions of the Contract shall be construed as a waiver of any other defaults, whether of a like kind or different nature.

ARTICLE 13. INDEMNITY AND INSURANCE**A. GENERAL INDEMNITY**

Construction Manager shall indemnify and hold Owner harmless from and against liability, claims, losses, damages, costs and expenses, including reasonable attorneys' fees and expenses actually incurred, and fees and expenses of experts, arising out of or resulting from any and all acts or omissions, or both, of Construction Manager, its subcontractors, and the employees, agents and consultants of any of them. In the event Owner is alleged to be liable to any person or entity on account of alleged acts or omissions, or both, of Construction Manager, its subcontractors, or the employees, agents and consultants of any of them, Construction Manager shall defend Owner against such allegations through counsel reasonably acceptable to Owner, and Construction Manager shall bear all costs, fees and expenses of such defense, including, without limitation, all reasonable attorneys' fees and expenses actually incurred, court costs, expert witness fees and expenses, and any resulting settlement, judgment or award. This duty to indemnify and defend Owner shall extend to, but not be limited to, claims for bodily injury (including death), for damage to or loss of property, including damage related to water infiltration, and for any environmental damage caused by Construction Manager, its subcontractors, and the employees, agents and consultants of any of them, and any liabilities incurred or sustained by Owner or any third party as a result thereof. Should Construction Manager fail to perform its duties to defend and indemnify Owner as required herein, and upon written notice by Owner to Construction Manager of such failure, allowing sufficient time for Construction Manager to cure, Owner may defend or settle such claims as it deems prudent, in the exercise of reasonable judgment, and Construction Manager agrees to be bound by any such defense, settlement, judgment or award that may result from such action by Owner. Nothing contained herein shall be construed to obligate Construction Manager to indemnify, defend, and hold Owner harmless for claims caused by Owner's negligent acts or omissions.

Construction Manager hereby acknowledges that Owner may be conducting operations and doing construction work on the Premises during performance of the Contract by Construction Manager. Construction Manager shall take all necessary precautions to protect the Premises and all persons and property thereon from damage or injury and shall assume responsibility for the taking of such precautions. Construction Manager shall be solely responsible for the safety of the Project, the Work and all equipment and materials to be used therein until final completion of the same and, at Construction Manager's sole cost and expense, shall promptly repair any damage to the same, except to the extent that such damage is caused by Owner's operations on the Premises.

Construction Manager agrees to perform the Work in a safe and first class manner and so as to comply with all laws and ordinances referring to such Work, and shall and hereby does indemnify and save Owner harmless (such indemnity, as used in this Article, shall include the defense of claims made against Owner) from and against all penalties for violation of same.

Construction Manager shall properly guard the Project, the Work and all areas affected by such Work so as to prevent any person or persons from being injured by it or by the condition of the site, and shall in all respects comply with any and all provisions of the law and local ordinances.

Construction Manager agrees to and hereby does indemnify and hold Owner harmless from and against any and all liens, claims, demands, causes of action, judgments or other liabilities, including reasonable attorney’s fees and expenses actually incurred, which may be asserted against Owner directly by any of its subcontractors or suppliers or any other party claiming through the Construction Manager.

B. INSURANCE

Proof of insurance coverage and furnishing of insurance policies acceptable to the Owner shall be as set forth in this Article.

(a) *Policies, Certificates, Limits and Disposition of Documents.* Construction Manager shall obtain at his expense insurance coverage with limits as shown hereinbelow, unless Construction Manager desires to broaden the limits and obtain more protection.

(1) WORKER'S COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE. Construction Manager shall procure and maintain Worker's Compensation and Employers Liability Insurance for all of his employees to be engaged in work or services related to the Project, and in case any such work or services related to the Project are sublet, Construction Manager shall require all subcontractors similarly to provide Worker's Compensation and Employer’s Liability Insurance for all of the latter's employees engaged in such work and services related to the Project unless such subcontractor’s employees are covered under insurance policies covering Construction Manager. Worker's Compensation insurance policies shall include GEORGIA under Section 3A and shall include Other States coverage and Voluntary Compensation.

Worker’s Compensation Limits:	Statutory
Employers Liability Limits:	
Each Accident	\$1,000,000
Disease - Policy Limit	\$1,000,000
Disease - Each Employee	\$1,000,000

Construction Manager waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella liability insurance obtained by Construction Manager pursuant to this agreement. The Waiver of Our right To Recover From

Others Endorsement, NCCI Form WC 00 03 13 shall be attached to the policy showing the Owner listed in the Schedule.

(2) **COMMERCIAL GENERAL AND UMBRELLA LIABILITY INSURANCE.**

Construction Manager shall procure and shall maintain commercial general liability (“**CGL**”) and if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence, and shall protect Construction Manager and any subcontractor performing Work covered by this Contract from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract Agreement, whether such operations are by itself or by any subcontractor or by anyone directly or indirectly employed by either of them. The CGL and commercial umbrella insurance shall be written on an occurrence basis.

CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent construction managers, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project. Each policy shall be endorsed with ISO Form CG 25 04 Designated Construction Project(s) General Aggregate Limit or equivalent form with wording satisfactory to Owner.

Owner and its respective officers, members, agents and employees shall be included as additional insureds under the CGL, using ISO additional insured endorsements CG 20 10 07 04 and CG 20 37 10 01 or substitutes providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Owner. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insureds. The status of Owner as an Additional Insured shall not restrict coverage under such CGL, with respect to the escape or release of pollutants at or from a site owned or occupied by or rented or loaned to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract, or liability arising from pollution or employment-related practices.

Construction Manager waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Each policy shall be endorsed with ISO Form CG 24 04 Waiver of Transfer Rights of Recovery endorsement or equivalent form with wording satisfactory to Owner.

(3) **BUSINESS AUTO AND UMBRELLA LIABILITY INSURANCE.**

Construction Manager shall procure and shall maintain business automobile liability (“**BAP**”), and if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000

each occurrence. Business auto insurance shall be written on an occurrence basis.

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01.

Owner and its respective officers, members, agents and employees shall be included as additional insureds under the BAP, using ISO form Designated Insured endorsement CA 20 48 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Owner. There shall be no endorsement or modification of the BAP to make it excess over other available insurance; alternatively, if the BAP states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insureds.

Construction Manager waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Construction Manager pursuant to this Agreement or under any applicable auto physical damage coverage.

Endorsement of Casualty/Liability Policies. There shall be attached to and made a part of every CASUALTY/LIABILITY INSURANCE POLICY an endorsement of the insurance company in accordance with the specimen shown below:

ENDORSEMENT

Attached to and forming part of Policy No. _____ of the _____
_____ (the "Insurance Company").

Date of Endorsement: _____

Name of Project: _____

In consideration of the premium for which the policy is written and proper rate adjustment when applicable, the insurance company agrees as follows:

Item (1) This policy of insurance shall not be canceled, changed [which includes renewal], allowed to lapse or allowed to expire until the earlier of **forty-five (45) days** after the Atlanta Independent School System ("**Owner**") has received written notice addressed as follows:

Atlanta Independent School System
ATTN: Director of Capital Improvements
1631 LaFrance Street, N.E.
Atlanta, Georgia 30307

as evidenced by certified mail, return receipt requested, or until such time as other valid and effective insurance coverage acceptable in every respect to the Owner and providing equal protection called for in the policy shown below shall have been received, accepted, and acknowledged by the Owner. It is also agreed that such notice shall be valid only as to such improvements or projects as shall have been designated by name in such notice and that as to any project not designated by name in the notice, coverage shall be continued in full force and effect.

Item (2) This policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives. Except with respect to the Limits of Insurance and any rights or duties specifically assigned to the first Named Insured, this insurance applies: (a) as if each Named Insured were the only Named Insured; and (b) separately to each insured against whom claim is made or suit is brought.

Item (3) The Company acknowledges and agrees that the General Counsel of the Atlanta Independent School System shall represent and defend the Atlanta Independent School System and all of its respective officers, members, employees, directors and agents. In the event of litigation, any settlement of behalf of any of the foregoing must be expressly approved by the General Counsel.

The foregoing insurance provisions have been incorporated into by reference and are hereby made a part of insurance policy No. _____, this _____, 20____.

Name of Insurance Company

Signature of Authorized Representative

(b) *Certificates.* Construction Manager shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Certificates of insurance acceptable to Owner shall be transmitted to Owner with the signed Contract Documents when they are transmitted to Owner for execution. The insurance certificates must provide the following information:

1. Name and address of authorized agent
2. Name and address of insured
3. Name of insurance company(ies)
4. Description of policies
5. Policy Number(s)
6. Policy Period(s)
7. Limits of liability
8. Name and address of Owner as certificate holder
9. Name of Facility and Address of Premises
10. Signature of authorized agent
11. Telephone number of authorized agent
12. Mandatory forty-five (45) days notice of cancellation/non-renewal

These certificates MUST be altered or indorsed to provide that Coverages afforded under the policies will not be canceled, changed [which includes renewal], or allowed to lapse or expire until the earlier of forty-five (45) days after Owner has received written notice thereof as evidenced by receipt of registered or certified mail or such time as other insurance coverage providing protection equal to protection required by this Agreement shall have been received, accepted and acknowledged by Owner. Failure of Owner to demand such certificate(s) or other evidence of full compliance with these insurance requirements, or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Construction Manager's obligation to maintain such insurance.

(c) *Retention.* Self-insured retention in any policy, except for qualified self-insurers or group self-insurers, shall not exceed Ten Thousand Dollars (\$10,000).

(d) *Disposition of Insurance Documents* Prior to commencing work, one certificate of insurance with all endorsements attached must be deposited with Owner for each insurance policy required.

(e) *Ratification of Agent's Endorsement.* In furnishing the insurance policy or in furnishing proof of coverage, as the case may be, the insurance carrier shall upon request submit evidence satisfactory to Owner that the agent of the carrier who executed an indorsement had the authority to make changes in the terms of the insurance policy which are binding on the insurance company.

(f) *Acceptability of Insurers to Owner.* No insurance will be acceptable to Owner unless written by a company (i) licensed by the Georgia State Insurance Commissioner to do business in Georgia at the time the policy is issued for the applicable line of insurance, (ii) which is rated with a Best Policyholders Rating of AA-A or better (iii) and with a financial size rating of

Class V or larger. To avoid inconvenience, the Construction Manager should consult with Owner to determine whether the insurance company or companies he expects to use is or are acceptable to Owner. All policies and certificates must be signed or countersigned, as the case may be, by resident Georgia agents.

(g) *Prohibition Against Work Until Insurance Requirements Met.* Owner shall have the right, but not the obligation, of prohibiting Construction Manager or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

(h) *Termination for Failure to Maintain Insurance Coverage.* Failure to maintain the required insurance may result in termination of this contract at Owner's option.

(i) *No Representation of Coverage Adequacy.* By requiring insurance herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Construction Manager, and such coverage and limits shall not be deemed as a limitation on Construction Manager's liability under the indemnities granted to Owner in this agreement.

(j) *Cross-Liability Coverage.* If Construction Manager's liability policies do not provide the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(k) *Termination of Obligation to Insure.* Unless otherwise expressly provided to the contrary, the obligation to insure as prescribed herein shall not terminate until the Architect shall have executed the final certificate.

(l) *Competence of Insurers.* Construction Manager is responsible for any delay resulting from the failure of his insurance carriers and of insurance carriers of his subcontractors to furnish proof of proper coverage in (i) the prescribed form, (ii) in the prescribed manner, and (iii) in good season.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By _____
Owner

Title / Date

By _____
Construction Manager

Title / Date

By _____
Approved As To Form

Title / Date

By _____
Construction Manager

Title / Date

Recommended By

Executive Director of Facilities / Date

END OF AGREEMENT

PROJECT MANUAL

for:

OWNER:

Atlanta Independent School System
130 Trinity Avenue, SW
Atlanta, Georgia 30303

CONSTRUCTION MANAGER:

ARCHITECTS:

TYPE	NUMBER	TITLE	LAST PAGE
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Document	00003	Project Directory	00003-1
Document	00004	Index of Drawings	Pages
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Document	00825	Supplemental General Conditions	00825-6
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		Non-Influence Affidavit	01005 NA-1
		Performance Bond	01005 Performance Bond-3
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**Form Change Order Within the GMP Only
Form GDOT Certificate of Contractor or His Duly Authorized Representative
Divisions 2-16 by Architect**

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<p>APS CAPITAL OUTLAY PROGRAM APS CONSTRUCTION MANAGEMENT PROJECT</p>

PROJECT DIRECTORY

PROJECT MANAGER:

**APS Construction Management Team
1631 LaFrance Street
Atlanta, Georgia 30307**

OWNER:

**The Atlanta Independent School System
130 Trinity Avenue, SW
Atlanta, GA 30303**

CONSTRUCTION MANAGER:

ARCHITECTS:

INDEX OF DRAWINGS

Documents dated: _____

(Index of Drawings Consisting of ____ Pages Follow This Header Page)

GMP RIDER

(GMP Rider Consisting of _____ Pages Follow This Header Page)

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Atlanta Independent School System
Construction Management Team

GMP SUMMARY

Project: _____ **Date:** _____

Architect: _____

Construction Manager: _____

LINE	ITEM	COST
1.	Division 2a	
	2b etc.	
2.	Division 3a	
	3b etc.	
3.	Division 4a	
	4b etc.	
4.	Division 5a	
	5b etc.	
5.	Division 6a	
	6b etc.	
6.	Division 7a	
	7b etc.	
7.	Division 8a	
	8b etc.	
8.	Division 9a	
	9b etc.	
9.	Division 10a	
	10b etc.	
10.	Division 11a	
	11b etc.	
11.	Division 12a	
	12b etc.	
12.	Division 13a	
	13b etc.	
13.	Division 14a	
	14b etc.	
14.	Division 15a	
	15b etc.	
15.	Division 16a	
	16b etc.	
16.	Sub Total Divisions 2 – 16	\$
17.	General Conditions % (Line 16)	\$
18.	Bonds & Insurance	\$
19.	Sub Total (Lines 16,17 & 18)	\$
20.	Fee % (Line 19)	\$
21.	TOTAL GMP	\$
22.	Contingency % (Line 16)	\$

GENERAL CONDITIONS OF CONTRACT**ITEM 1. CONTRACT DOCUMENTS**

- 1.01 The Contract Documents form the Contract. All Contract Documents are identified in Article 1 of the Agreement.
- 1.02 All Contract Documents, other than the Agreement, are complementary and what is required by one shall be as binding as if required by all. Construction Manager shall promptly notify Owner (as said term is hereinafter defined) of all obvious, patent and readily observable errors, omissions, inconsistencies or other defects (including inaccuracies) which it may discover in the Contract Documents. Construction Manager may be requested to provide written recommendations regarding changes or corrections to resolve any such error, omission, inconsistency or defect. Construction Manager shall construe any and all provisions so that, at all times, the highest intent of the Contract (“**Highest Intent of the Contract**”) shall govern the Work to be performed and the manner in which it is completed. A reference in one of the Contract Documents to a particular item of the Work or result to be achieved shall be sufficient to require that such item of Work or result, as applicable, is required under all of the Contract Documents. Construction Manager shall not make a claim premised upon any obvious, patent and readily observable error, omission, inconsistency or defect in the Contract Documents, unless Construction Manager has first provided written notice to Owner of such error, omission, inconsistency or defect.
- 1.03 By executing the Contract, Construction Manager represents that Construction Manager has examined carefully all of the Contract Documents, acquainted itself with all conditions relevant to the Work, and made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the Work.
- 1.04 As used in the Contract Documents, the term “full completion” shall be the day when all Work, including all Punch List items, has been completed and all documents including, but not limited to, original manufacturer manuals, final affidavits, asbuilt drawings, warranties, etc., have been turned over to and accepted by the Project Manager (as defined in Item 5.01 hereof). The term “days” shall mean consecutive calendar days. Words, abbreviations and acronyms in the Contract Documents which have well-known technical or trade meanings shall have their accepted meanings.
- 1.05 Owner will furnish Construction Manager with five (5) sets of drawings and specifications. Additional sets shall be paid for by Construction Manager.
- 1.06 Construction Manager acknowledges that, prior to submitting its bid on the Project, it carefully studied and reviewed all documents relevant to the Project that have been prepared and furnished by Owner, including but not limited to, the Contract Documents, any geotechnical reports or surveys of the Project Site, and, if applicable,

the remedial action work plan. If at any time during the term of the Contract, Construction Manager requires information or documentation that has not been provided by Owner, but is only available to Owner, Construction Manager must request such information from Owner. Failure to request and review such information waives any claim by Construction Manager that such information was necessary to fulfill its obligations pursuant to the Contract Documents.

- 1.07 Construction Manager recognizes that the Contract Documents are substantially complete; however, duplications or conflicts with respect to work, materials and equipment may exist. Construction Manager has an obligation to understand and achieve the Highest Intent of the Contract including, without limitation, the highest design intent and concept as it can be reasonably inferred from and/or is reasonably indicated in the Contract Documents. In the event of an actual or perceived ambiguity or conflict, Construction Manager shall provide the better quality or greater quantity indicated in the Contract Documents in order to achieve the Highest Intent of the Contract. In the event a lesser quality or quantity is directed by the Owner, the Construction Manager shall issue a credit to the Owner for all cost saved.
- 1.08 No duplication of work is intended by the Contract Documents and no duplications shall be the basis of extra cost to Owner.
- 1.09 Construction Manager shall obtain written instructions from the Project Manager before proceeding with work affected by omissions or discrepancies in the Contract Documents.

ITEM 2. OBLIGATIONS OF THE CONSTRUCTION MANAGER

- 2.01 Construction Manager's General Obligations. Construction Manager shall perform and furnish, as hereinafter provided, all contracting services, including all labor, materials, telephone, tools, supplies, equipment, services, transportation, licenses, supervision, and shall provide all services, business administration and supervision, necessary for, or incidental to, the successful prosecution or successful execution, coordination and final completion of the work (the "**Work**") in the most expeditious and economical manner, consistent with best industry accepted standards, lawful construction practices and the interests of Owner relating to quality, timely completion and economics. The Work shall be performed and executed in the best and most workmanlike manner by qualified and efficient workers, in strict conformance with the Contract Documents, applicable law and best industry trade practices. Construction Manager shall be solely responsible for all construction means, methods, techniques, sequences and procedures relating to the proper execution of the Work except when set forth to the contrary in the Contract Documents.
- 2.02 Construction Manager's Specific Obligations. Construction Manager agrees that it shall perform and complete all of the Work required by the Contract Documents and in connection therewith shall:

- 2.02.1 Consult with Owner and Architect to ascertain Owner's needs and goals and the requirements of the Work;
- 2.02.2 Consult with and advise Owner and Architect concerning all materials and major design, building systems and construction elements to be incorporated in the Work, taking into consideration costs, availability, lead time for ordering materials, speed of construction and maintenance;
- 2.02.3 Review the Contract Documents and make recommendations to Owner with respect to the following:
 - 2.02.3.1 the availability of labor, materials and supplies;
 - 2.02.3.2 omissions and variations from customary construction practices and methods which, in the opinion of Construction Manager, may cause difficulties or occasional delay in the performance of the Work;
 - 2.02.3.3 discrepancies and deficiencies in the Contract Documents, or between the Contract Documents and existing conditions at the Project;
 - 2.02.3.4 conduct of construction operations under good construction practices;
 - 2.02.3.5 costs of labor, supplies, materials and equipment to be used in the performance of the Work;
 - 2.02.3.6 construction detailing; and
 - 2.02.3.7 construction economies through alternative methods, materials, or concepts, consistent with requirements of Owner and sound construction practice;
- 2.02.4 Establish, implement and observe all safety, health and environmental protection measures applicable to the Work;
- 2.02.5 Establish procedures for the orderly and expeditious performance of the Work; and maintain coordination among and cooperate with other contractors at the Premises, except Construction Manager shall not be responsible for damages, delays or costs incurred by Owner or to the work attributable solely to such other contractors and not in any way attributable to the Construction Manager;

- 2.02.6 Organize staff and assign personnel to various areas to provide a positive and efficient means by which the Work may be controlled, coordinated and expedited;
- 2.02.7 Coordinate the scheduling and performance of the Work;
- 2.02.8 Except as otherwise provided herein, obtain Owner's prior written approval ("Change Order") of any changes in the Work and any approvals or other documents necessary in connection therewith;
- 2.02.9 Attend necessary job and coordination meetings, which job meetings shall be held not less often than weekly and which coordination meetings shall be held as required;
- 2.02.10 Prepare and maintain, record keeping system, including, but not limited to, records of all changes in the Work necessitated by reason of Change Orders, Proceed Order (as defined in Section 00700, Item 10.02), Emergency Change Orders and Field Orders, Work progress schedules, daily manpower breakdown, records of all pertinent communications with, and recommendations made to Owner and its responses thereto, equipment and material delivery lists, and other Work related information and make such records available for inspection by Owner;
- 2.02.11 Prepare shop drawings, samples and catalog cuts for the submission to Project Manager (as defined in Section 01300, Item 1.01) for review and approval. Any submittal not stamped as "verified" will be returned without any action on the part of the Project Manager. After return of the shop drawings from Project Manager, review Project Manager's comments to the shop drawings; evaluate and consult with Project Manager on their impact on the Project; and distribute them to the submitting subcontractor and all other affected parties so that the Work may be properly coordinated and implemented into the Project. The approval of shop drawings and other submittals by Project Manager shall not relieve Construction Manager and its subcontractors of any liability or responsibility for non-compliance with the Contract Documents;
- 2.02.12 Upon final completion of the Work, deliver to Owner all documents and other materials referred to in this subparagraph including, if appropriate, two complete sets of "record shop drawings", showing the Work, as actually completed, in such form, content and detail as Owner may specify;
- 2.02.13 Arrange for and monitor the procurement and delivery of critical materials to the Premises and coordinate the deliveries with the progress of the Work to insure that the materials are properly stored and available when required;

- 2.02.14 Notify Owner of the progress of the Work, and advise it in writing within 5 calendar days of any delays or serious potential delays which may affect Final Completion of the Work together with Construction Manager's written recommendations regarding such delays;
- 2.02.15 Perform the Work strictly in accordance with the terms of the Contract Documents, and to the highest level of finish quality in the industry, and all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Work and guard Owner against any delays, or defects and deficiencies in the Work. In connection with the foregoing, Construction Manager shall (i) immediately stop performance of any Work which does not comply with the requirements of the Contract Documents, acknowledged finish quality standards, or applicable laws, rules and regulations of any governmental authorities having jurisdiction over the Work; (ii) reject and correct, or cause to be corrected, those portions of the Work which do not strictly conform to the requirements of the Contract Documents, acknowledged finish quality standards or applicable laws, rules and regulations of any governmental authorities having jurisdiction over the Work; (iii) inspect all materials, supplies and equipment delivered or installed to insure that the same are in compliance with the requirements of the Contract Documents, acknowledged finish quality standards, and laws, rules and regulations of all governmental authorities having jurisdiction over the Work, and reject and require replacement of all non-conforming work; and (iv) not employ on the Work any person or subcontractor unfit for or unskilled in the assigned task and, remove such unfit or unskilled employee or such subcontractor from the Project Site;
- 2.02.16 Arrange for all cutting, that may be required to complete the Work or to make its several parts fit together properly;
- 2.02.17 Arrange for the storage of all materials, supplies, systems and equipment provided in connection with the performance of the Work;
- 2.02.18 With respect to portions of the Work to be performed pursuant to a Change Order, an Emergency Change Order, or a Field Order, on a time and material, unit-cost or other similar basis, keep and require the keeping of records and computations thereof and maintain accurate cost accounting records;
- 2.02.19 Assist Project Manager in determining when Substantial Completion of the Work has taken place; subsequent to Substantial Completion of such Work, assist Project Manager and Architect in the preparation of lists of incomplete or unsatisfactory Work ("**Punch Lists**") and complete the items set forth on the Punch Lists on or before the Final Completion Date; provided, however, that the failure to include any element of the Work on such Punch Lists shall not alter the responsibility of

Construction Manager to complete the Work strictly in accordance with the Contract Documents; and subsequent to the completion of all items set forth on the Punch Lists and any other unfinished portions of the Work, for the building; provide written notice to Project Manager that such Work has reached the stage of Final Completion and is ready for final inspection; and

- 2.02.20 Provide assistance to, and cooperate with Project Manager in obtaining all necessary approvals of governmental authorities having jurisdiction over the Project.

ITEM 3. SITE CONDITIONS

- 3.01 By executing the Contract, Construction Manager represents that he has acquainted himself with the site and has made all evaluations and investigations reasonably necessary to determine the means and methods necessary to facilitate the Work.
- 3.02 Any soil investigation data furnished to Construction Manager by Owner shall be for the convenience of Construction Manager, and Owner will not be responsible for any variance in actual conditions with such data or interpretations or conclusions drawn therefrom. Data on subsurface conditions does not constitute a representation or warranty of the continuity of such conditions.

ITEM 4. SUBSTITUTIONS

- 4.01 Construction Manager shall not make substitutions for the materials, equipment and manufacturers specified without the prior written consent of Owner. All requests for substitutions shall be submitted in writing to the Project Manager. Such requests shall include supporting data and samples, if required to permit a fair evaluation of the quality, serviceability, warranty and other pertinent aspects of the proposed substitute. Requests for substitutions shall also state the effect of the substitute on the cost and schedule of the Work. Substitutions will be considered only if Owner receives the advantage of lesser cost with no decrease in quality, or earlier completion date or both.
- 4.02 If a substitution is approved by Owner, Construction Manager shall assume all risks and costs for redesign and adjustment of all work affected by the substitution and any delays occasioned by its use.

ITEM 5. OWNER'S PROJECT MANAGER

- 5.01 Project Manager will be Owner's designated representative and shall be the sole channel of communication between Owner and Construction Manager. Where appropriate, the term "Owner" as used in the Contract Documents shall also mean the Project Manager. Owner shall have the right to change its designated representative at any time, and upon such change, shall notify Construction Manager in writing thereof.

- 5.02 Project Manager shall at all times have access to the project site and the Work under the Contract. Construction Manager shall provide such means of access as may be required for Project Manager to conduct on-site observations and inspections of the Work.
- 5.03 Project Manager will conduct on-site observations and reasonable checks of the Work in progress to determine in general if the quality and progress of the Work are in compliance with the Contract Documents. Project Manager will also inspect portions of the Work, but such inspections shall not constitute acceptance of the Work so inspected and shall not relieve Construction Manager of his responsibility to comply with the Contract Documents.
- 5.04 Project Manager shall have authority to reject Work and materials which do not comply with the Contract Documents and such rejection shall be final and conclusive upon the Construction Manager. If, at any time, Project Manager, in Project Manager's observation of the Work, believes or, has reason to believe, that the Work is not being performed in compliance with the requirements of the Contract Documents so as to achieve the Highest Intent of the Contract, Project Manager may, by written notice, order Construction Manager to immediately correct such rejected Work or portion thereof. Construction Manager shall proceed to replace and or correct such Work and/or materials upon rejection by the Project Manager. Project Manager shall have the authority to approve any corrective action associated with any such rejected Work or materials. Project Manager may require special testing and inspection by others as he deems necessary to insure compliance with the Contract Documents. Any special testing costs associated with non-compliant Work will be the sole responsibility of the Construction Manager. However, failure to reject, test or inspect Work and materials shall not be construed as acceptance thereof. If Construction Manager fails or neglects to commence and continue the corrective or replacement Work within seven (7) days following notice from the Project Manager, Owner may, without prejudice to any other remedies Owner may have, correct such deficiencies in connection with such rejected Work and/or materials, and the cost of any such correction and/or replacement shall be deducted from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover the cost of correction or replacement of the Work and/or materials, Construction Manager shall immediately pay the difference to Owner.
- 5.05 Project Manager shall be the sole interpreter of the intent of the Contract Documents, which shall in each instance be deemed to be the Highest Intent of the Contract. Project Manager's decision on intent shall be final and conclusive.

ITEM 6. OWNER'S CONSULTANTS

- 6.01 Owner will, in its discretion, employ architects, engineers and other consultants in connection with the Project. Such persons will be available to Owner for consultation during the construction process but will not otherwise be responsible for the administration or inspection of the Work. Construction Manager shall direct all inquiries to the Project Manager.

ITEM 7. CONSTRUCTION MANAGER'S SUPERINTENDENT & REPRESENTATIVE

- 7.01 Construction Manager shall provide adequate management and supervisory personnel throughout the duration of the Project. Construction Manager shall submit its proposed project staffing plan to Owner, which plan shall identify by name and title each and every employee of Construction Manager who will provide services for or otherwise work on the Project ("**List of Key Personnel**"). The List of Key Personnel shall identify at a minimum, Construction Manager's: (i) project manager, (ii) superintendent(s), (iii) project engineer, and (iv) safety coordinator. In addition, the List of Key Personnel shall also include a project job description for each person identified, describing the scope of each person's job responsibilities, and the number of hours per week for the duration of the Project that each person will devote to managing the Project. Upon Owner's approval thereof, Construction Manager shall not replace or change any personnel for the duration of the Project without Owner's prior written consent. Construction Manager shall be liable for liquidated damages in the amount of \$250.00 for each day the Construction Manager fails to comply with this requirement.
- 7.02 Construction Manager's Designated Representative shall represent Construction Manager and all directions, instructions and notices given to the Designated Representative shall be as binding as if given to Construction Manager. The Designated Representative shall have authority to furnish estimates and approve change orders and to act generally on behalf of Construction Manager.
- 7.03 Upon written notice of the Project Manager, Construction Manager shall promptly remove from the project site any superintendent, assistant, foreman or worker not satisfactory to Owner in Owner's sole discretion.

ITEM 8. SUBCONTRACTS

- 8.01 All contracts entered into by Construction Manager with subcontractors ("**Subcontractors**") shall be expressly made subject to the terms and conditions of the Contract.

Within thirty (30) days after execution of the Contract or the date of written notice to commence the Work, whichever is earlier, Construction Manager shall advise Owner in writing as to whom and in what amount all subcontracts are awarded prior to execution of the subcontract agreement or issuance of an award letter. Construction Manager must provide the Project Manager with a copy of the executed subcontract within ten (10) business days of its execution. If the apparent "low bidder" is not awarded the subcontract, Construction Manager must provide, in writing, a detailed explanation to the Project Manager prior to executing any such subcontract. Notwithstanding anything herein to the contrary, no subcontract awarded by Construction Manager shall provide for more than 8% for overhead and 4% for profit for any work to be performed by Subcontractors. Should Construction Manager enter into/award any subcontract that provides for overhead and profit higher than 8% and 4%, respectively, Construction Manager shall be solely liable and responsible for the payment of any such greater

- amounts and such amounts may not be included in or paid from any portion or line items of the budget established and included in the GMP.
- 8.02 Construction Manager shall be fully responsible and liable to Owner for the acts or omissions of Subcontractors.
- 8.03 Nothing contained in this Contract or any subcontract shall be construed as creating a contractual relationship between Owner and any Subcontractor.
- 8.04 Construction Manager must submit a request letter for any Bid Package that the Construction Manager intends to “self-perform” stating the reasons for self-performing the Work. No Work can be self-performed without prior written approval from the Project Manager. The cost for the self-performed Work cannot exceed the Construction Manager’s pre-bid package estimate.
- 8.05 “*Self-performance*” shall be defined by the GDOE Construction Management Guidelines for Capital Outlay Program Projects. (Chapter 160-5-4 of GDOE Office of Administrative Services Facilities Service Unit as it applies to the Construction of Schools)

ITEM 9. LABOR RELATIONS

- 9.01 Construction Manager and its Subcontractors shall employ only such persons who will work in harmony with each other and with all persons present at the Project Site, including the employees of Owner and the employees of other vendors, suppliers, contractors and/or subcontractors.
- 9.02 Construction Manager shall use all honorable and reasonable means to avoid violations of labor agreements and to prevent strikes or work stoppages. Should a work stoppage occur, Construction Manager shall make every effort to effect a prompt settlement and resumption of work. Construction Manager shall be responsible to Owner for any delays resulting from labor matters at the site of the Work.
- 9.03 Construction Manager shall at all times enforce strict discipline and good order among his employees and all Subcontractors, vendors, suppliers and other contractors or subcontractors supplying or performing work to or at the Project Site.

ITEM 10. CHANGE ORDERS

- 10.01 Owner reserves the right to make such alterations, deviations, additions to, or omissions from the Work as it deems necessary for the satisfactory completion of the Project. Such increases, decreases, alterations or omissions shall not invalidate the Contract or release the Construction Manager’s surety.. No extra or additional work shall be compensated unless authorized by written change order (“**Change Order**”) from the Project Manager prior to execution of the Work. Owner’s change order form shall be used for any and all changes. Construction Manager shall include Change Orders as part of its monthly and final invoices as prescribed in the following ITEMS 11 and 12.

- 10.02 Project Manager may issue a written directive (“**Proceed Order**”), directing Construction Manager to proceed with changes in the Work prior to the final determination of the cost of the subject work and issuance of a Change Order. The failure of the Construction Manager to promptly undertake work so directed shall be a material breach of the Contract.
- 10.03 No claim for extra or additional Work shall be considered unless written notice thereof has been given within fourteen (14) days after the event giving rise to such claim.
- 10.04 The cost or credit to Owner resulting from a change in the Work shall be determined by a mutually acceptable lump sum properly itemized or, at the option of Project Manager, by actual cost plus percentage fee markup for overhead and profit unless applicable unit prices are set forth in the Contract Documents or have been subsequently agreed upon. Such unit prices shall be used wherever applicable in lieu of a lump sum or actual cost plus percentage fee markup to determine the cost or credit, unless Construction Manager and Owner mutually agree otherwise.
- 10.05 Unit prices shall include all charges for performance of the applicable Work including, without limitation, those for labor, supervision, materials, supplies, equipment, transportation, tools, taxes, services, overhead and profit. No percentage fee or markup of any kind shall be added to unit prices.
- 10.06 When so requested by Project Manager, Construction Manager shall promptly provide itemized costs for changes in the Work and substantiating data sufficient for cost verification by the Project Manager.

ITEM 11. PROGRESS PAYMENTS

- 11.01 Within ten (10) days after the date on which the Project has been bid, Construction Manager shall provide written notice to Owner of Construction Manager’s intent to award portions of the Work to Subcontractors. The Contract shall be bought out within sixty (60) days of the first bid date on the items in the appropriate CSI Divisions set forth in the GMP. Within ten (10) days after execution of the Contract, Construction Manager shall submit to the Project Manager a schedule of values showing the amounts of the Contract Sum allocated to various portions of the Work in accordance with the CSI format; provided, however, that no schedule of values shall be completed until all subcontracts have been awarded. The amount indicated in Construction Manager’s schedule of values must be consistent with subcontract amounts. The schedule of values must include a line item for each Bid Package. The sum of the CSI Divisions in the Construction Manager’s schedule of values shall not exceed the sum of the CSI Divisions set forth in the GMP. Said schedule of values shall be subject to the Project Manager’s reasonable approval.

The schedule of values shall be apportioned in accordance with Owner’s payment form and shall be accompanied by supporting data sufficient in the opinion of the Project Manager to verify the values. Once approved in writing by the Owner and Architect, the schedule of values may only be changed or altered by Change Order.

- 11.02 Construction Manager shall use DE Form, 0263 Revised March 2003 for invoicing, a copy of which is attached to the General Conditions together with an attachment showing amounts allocated to the various portions of the Work as apportioned in the schedule of values. The payment form shall be completed in its entirety in accordance with its intended format. The supporting documentation set forth in Section 00825 of Division 1 of the Specifications shall be submitted with each pay request.
- 11.03 RESERVED
- 11.04 On or before the tenth (10th) day of each month during the period of construction, Construction Manager shall invoice Owner for the portions of the Work completed and/or materials and equipment suitably stored at the Project Site up to the end of the previous month, less a 10% retainage and less amounts previously paid. After 50% completion, Owner may, at its sole discretion, reduce the amount of retainage withheld as long as the manner of completion of the Work and its progress are satisfactory to the Owner. At no time prior to Final Completion will the retainage be reduced to less than 5% of the adjusted Contract amount. Invoices shall include any extra or additional work ordered in writing by the Project Manager and any credits to Owner resulting from a deletion in the Work. Extra or additional work and credits shall be added to a subtotaled original Contract Sum, itemized separately and referenced to the applicable Change Orders. Construction Manager's invoices shall be accompanied by a listing of Subcontractors who performed Work covered by each invoice and such supporting data as Project Manager may require. The retention and disbursement of progress payments will be made in accordance with the provisions of O.C.G.A. 13-10-80 [Georgia Laws 2001, P. 820, §1] which are incorporated herein by reference, including all rights and limitations as specified in said legislation.
- 11.05 If invoices include amounts for materials or equipment not incorporated in the Work but suitably stored at the Project site, payment of such amounts shall be conditioned upon submission by the Construction Manager of bills of sale or such other documents satisfactory to the Project Manager to establish Owner's title to such materials or equipment or otherwise protect Owner's interests.
- 11.06 In addition, Construction Manager shall, if so directed by Project Manager at any time during the course of the Work, promptly provide Owner with affidavits of payment in a form acceptable to Owner from all suppliers who have furnished materials or equipment prior to the date such direction is received from Project Manager.
- 11.07 Monthly invoices submitted in compliance with the Contract Documents will be processed within 15 days for payment of such amounts as Project Manager determines to be properly due. Payments will be made within thirty (30) days after approval by Project Manager. Progress payments shall not constitute acceptance of any portion of the Work not in compliance with the Contract Documents.
- 11.08 Construction Manager shall pay all Subcontractors and suppliers in accordance with the Georgia Prompt Payment Act; provided, however, that nothing contained in said Act shall

limit the right of Owner to withhold payment for reasons that are in accordance with the terms and provisions of this Contract.

ITEM 12. SUBSTANTIAL COMPLETION AND FINAL PAYMENT

12.01 The term “substantial completion” as used in the Contract Documents shall mean the first day after the Project Manager has verified that all of the following have been satisfactorily completed:

- A. All materials and equipment have been incorporated in the Work, including building systems such as, but not limited to, HVAC, Intercom, Fire Alarm, Television, Data, Security System, and the like;
- B. A certificate of occupancy (Temporary or Final) has been delivered to Project Manager; and
- C. The Work is completed such that Owner can occupy the entire Project for its intended use, including occupancy by students, without interference from Construction Manager or its Subcontractors.

12.02 When the requirements of ITEM 12.01 have been completed, Construction Manager shall prepare the Punch List and shall submit the same to Project Manager for approval with written notice that the Work is ready for verification of substantial completion. Upon receipt of the Punch List and notice, Project Manager will inspect the Work to verify that the Punch List is accurate and that the Work is substantially completed. If Project Manager determines that the Punch List is incomplete or incorrect in any way, Project Manager will advise Construction Manager of the required corrections and Construction Manager shall promptly submit a corrected Punch List.

12.03 After the Project Manager has verified that the Work is substantially completed, Owner will assume responsibility for the maintenance thereof, except damage, debris and refuse material caused by Construction Manager while completing the Work, which shall be the responsibility of the Construction Manager. It shall be Project Manager’s responsibility to issue the Certificate of Substantial Completion.

12.04

- A. When Construction Manager has completed all Punch List items and all other items required for performance of the Work in compliance with the Contract Documents, Construction Manager shall give written notice to Project Manager that the Work is ready for final inspection and acceptance. Upon receipt of the notice, Project Manager will inspect the Work to verify that it is entirely completed and in compliance with the Contract Documents. The Work, when so verified, will be accepted by Project Manager. Work found to be incomplete or not in compliance shall be promptly completed or corrected by Construction Manager and Project Manager’s acceptance will be withheld until such work has been completed or corrected.

- B. If, after receiving written notice that the work is ready for verification of either substantial completion or final completion, Project Manager, with counsel from the Architect, determines that the Project is not substantially or finally complete, liquidated damages in the amount of one thousand dollars (\$1,000) per occurrence will be assessed to the Construction Manager. This is in addition to and separate from liquidated damages assessed under other Articles in the Contract.
- 12.05 Construction Manager shall submit its final invoice for the remaining amount due Construction Manager under the Contract thirty (30) days after full completion of the Work.
- 12.06 The final invoice shall be in the form required by ITEM 11 hereof and shall be accompanied by Construction Manager's Final Affidavit and Release and such other documents as set forth in Paragraph 1.13 of Section 01005 of Division 1 of the Specifications, duly executed by the Construction Manager for the full amounts paid and/or due them.
- 12.07 Construction Manager's final invoice will be processed for payment after a certificate of occupancy and all record documents, operating and maintenance manuals, guarantees and warranties, spare parts and materials and all other documents or materials required by the Contract Documents have been delivered to the Project Manager and after settlement of all claims by Owner against Construction Manager, if any.
- 12.08 The acceptance of final payment shall constitute a waiver of all claims by Construction Manager except those previously made in writing and identified by Construction Manager in writing as unsettled at the time the final invoice is submitted.

ITEM 13. WARRANTIES

- 13.01 In addition to any specific warranties required by the Contract Documents, Construction Manager hereby warrants:
- (a) That all Work will be performed in a first-class and workmanlike manner and according to generally accepted standard of best industry practices and so as to achieve the Highest Intent of the Contract;
 - (b) That all materials and equipment furnished as part of the construction shall be new, unless otherwise specified in the Contract Documents, of first class quality, in conformance with the Contract Documents and free of defects in materials and workmanship; and
 - (c) That, except as hereinafter provided, all Work, materials and equipment will comply with the Contract Documents and be free from faults and defects in material or workmanship for a period of one (1) year from the date of Substantial Completion of the Work, earlier occupancy in whole or part notwithstanding.

- 13.02 All warranties for materials or equipment furnished to Construction Manager or Subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of Owner. If any manufacturer or supplier of any materials or equipment furnishes a warranty for a period greater than one (1) year from the date of Substantial Completion, Construction Manager's warranty as provided in the preceding ITEM 13.01 shall be deemed to extend for a like period as to such materials or equipment.
- 13.03 Within five (5) days after receipt of written notice thereof, Construction Manager shall at its expense initiate the correction of any faults or defects in material or workmanship found during the applicable warranty period and shall repair, correct or replace any Work or property damage relating to, caused by or resulting from such defects.
- 13.04 The warranties contained herein and elsewhere in the Contract Documents shall not be construed to modify or limit in any way any rights or remedies which Owner may otherwise have against Construction Manager.
- 13.05 Originals of all guarantees and warranties furnished to Construction Manager and Subcontractors by all manufacturers and suppliers shall be delivered to Owner. Such guarantees and warranties, with duly executed instruments assigning the guarantees and warranties to Owner, shall be delivered to Project Manager prior to final payment for the Work.

ITEM 14. DELAYS AND TIME EXTENSIONS

- 14.01 If Construction Manager is delayed at any time in the progress of the Work, by any act or omission of Owner or Owner's other contractors, or by labor disputes, fire, unusually severe weather, unavoidable casualties or other causes beyond Construction Manager's control, then the date specified for final completion of the Work shall be extended for a number of days equal to the delay; provided that Construction Manager's written request for such time extension is received by Owner within seven (7) days after the occurrence of such delay to the Work. Delays in delivery shall not be deemed a basis for time extension unless caused by one of the events specifically set forth herein. Notwithstanding any other provision of the agreement between the parties, the Construction Manager shall not be entitled to make any claim for additional costs, including extended overhead, to the extent that the Work is delayed for reasons beyond the control of Owner.
- 14.02 No extensions will be granted for delays which do not impact the Project critical path and actually cause an extension of the duration of the Work. Construction Manager shall substantiate any extension request with documentation satisfactory to Project Manager; provided, however, that a request for extension or notice of delay given by Construction Manager does not mean that any such request for extension or delay will be granted by Owner.

ITEM 15. OWNER'S RIGHT TO STOP THE WORK

- 15.01 If Construction Manager fails to correct defective work or persistently fails to supply materials or equipment in compliance with the Contract Documents, Owner may direct

Construction Manager to stop the Work, or any portion thereof, until the cause of such failure has been eliminated.

ITEM 16. OWNER'S RIGHT TO CARRY OUT THE WORK

16.01 If the Construction Manager fails to complete any portion of the Work or fails to correct any Work not in compliance with the Contract Documents, Owner shall give Construction Manager written notice of Owner's intent to complete or correct the Work and deduct the costs thereof from the Contract Sum. Upon receipt of this notification, the Construction Manager shall have seven (7) days to respond with an appropriate plan to correct or complete the Work. If, after this seven (7) day period, Construction Manager has failed to demonstrate an intent to remedy the situation, Owner shall have the right to complete and correct the Work and deduct the costs thereof from the Contract Sum.

ITEM 17. UNCOVERING OF WORK

17.01 If the Work or any portion thereof should be covered contrary to the written request of the Project Manager, Construction Manager shall uncover the Work (or such portion thereof) for observation if so directed by the Project Manager. The cost of uncovering and replacement shall, in such instance, be at Construction Manager's sole cost and expense.

17.02 If any other Work has been covered which Project Manager has not specifically requested to observe prior to being covered, Project Manager may direct Construction Manager to uncover such Work. If such Work is found to be in compliance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to Owner. If such Work is found not to be in compliance, Construction Manager shall pay all costs related to the uncovering and replacement, as well as the costs for the corrections to and replacement of the non-complying Work. .

ITEM 18. SAFETY

18.01 Construction Manager shall take all necessary precautions for the safety of persons and the protection of the Project, the Work and adjoining property. Construction Manager shall comply with all applicable provisions of federal, state and local safety laws and building codes. Construction Manager shall also be responsible for securing the Project site to prevent access by unauthorized persons.

18.02 Construction Manager shall erect and properly maintain at all times, as required by conditions and the progress of the Work, all necessary safeguards for the protection of the employees of Construction Manager, Subcontractors, Owner, members of the public and for the protection of the Work, the Project and adjoining property.

18.03 Construction Manager shall be responsible for compliance with all applicable federal, state and local environmental protection requirements, codes, laws and regulations. In addition, Construction Manager shall not provide, nor shall any of its Subcontractors or suppliers provide, any products or materials that are considered hazardous waste or

substances under any controlling federal, state or local agency rules or regulations. Upon notice from Owner, Construction Manager shall remove any such products or materials at its sole responsibility, cost and expense. Construction Manager shall notify Owner, in writing, of any such materials if they are included in the Specifications and/or in any specified materials or products, or if they are encountered on the Project.

ITEM 19. OWNER'S RIGHT TO OCCUPY

- 19.01 Owner shall have the right to occupy or use all or any portion of the Project and the Work prior to its full or substantial completion when such occupancy or use is in the best interests of Owner; provided Owner's use or occupancy does not unreasonably interfere with Construction Manager's activities or job progress.
- 19.02 After Owner has occupied or begun to use all or a portion of the Work or the Project, Construction Manager shall coordinate its activities with Project Manager so as not to disrupt Owner's occupancy or use.
- 19.03 Owner will assume responsibility for care and maintenance of any portion of the Work or the Project it occupies or uses, provided, however, that Construction Manager shall not be relieved of responsibility for full completion of such Work in compliance with the Contract Documents nor of responsibility for safeguarding tools, materials and equipment.

ITEM 20. OWNER'S RIGHT TO WITHHOLD PAYMENTS

- 20.01 Owner shall have the right to withhold from amounts to be paid to Construction Manager such sums as Owner deems necessary to protect Owner from damages or additional cost associated with:
- (i) Uncompleted or unsatisfactory work,
 - (ii) The failure of Construction Manager to make prompt payments to Subcontractors or suppliers,
 - (iii) The failure of Construction Manager to prosecute the Work in accordance with the approved schedule,
 - (iv) Any such other reasons which in the opinion of Owner will cause Owner to incur additional cost beyond that which is contemplated by this Agreement.

Owner shall promptly notify Construction Manager in writing of the reasons why any sums are so withheld.

ITEM 21. INSURANCE

- 21.01 Before commencing the Work, Construction Manager shall procure the insurance prescribed in the Agreement Form and shall furnish Owner with appropriate certificates from Construction Manager's insurance carrier or carriers as prescribed therein.
- 21.02 Construction Manager shall procure and maintain Builder's Risk Insurance which provides "all-risk" coverage on the buildings, structure or Work, and any and all property of Owner in the care, custody and control of Construction Manager. The amount of such insurance shall at all times be equal to one hundred (100%) percent of the value of the Contract Work at the time of loss or one hundred (100%) percent of the amount paid to Construction Manager for Work performed, whichever is greater. The policy or policies shall be in the name of Owner and Construction Manager as their interests shall appear, and this shall be so stated on the Accord Certificate of Insurance.

Any loss insured under this item is to be adjusted with Owner and made payable to Owner for the insured, as their interests may appear, subject to the provisions of this item. Construction Manager shall pay each Subcontractor a just share of any insurance monies received by Construction Manager, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to their subcontractors in a similar manner.

Owner and Construction Manager waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this item, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. Construction Manager shall require, by appropriate agreement, written where legally required for validity, similar waivers in favor of Owner and Construction Manager by Subcontractors of all tiers.

With respect to the waiver rights of recovery, the term "Owner" shall be deemed to include, to the extent covered by property insurance applicable thereto, its consultants, employees, and agents and representatives. Construction Manager waives, as against any separate subcontractor, all rights for damages caused by fire or other perils in the same manner as is provided above as against Owner. Owner shall require, by appropriate agreement, written where legally required for validity, similar waivers in favor of Construction Manager by any separate subcontractor and its subcontractors of all tiers.

Owner, shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five (5) days after the occurrence of any such loss to Owner's exercise of this power; and, if such objection be made, the matter shall be decided by a court of competent jurisdiction or as the parties in interest otherwise agree. Owner shall, in that case, make settlement with the insurers in accordance with the orders of the court or as otherwise agreed by the parties in interest.

If Owner finds it necessary to occupy or use a portion or portions of the Project or the Work prior to substantial completion thereof, such occupancy shall not commence prior to

a time mutually agreed to by Owner and Construction Manager and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of the Construction Manager and of the insurance company or companies to such occupancy or use, shall not be unreasonably withheld.

ITEM 22. TAXES

22.01 Construction Manager shall pay all federal, state and local taxes, including excise, use and sales taxes, unless such taxes are required by law to be paid directly by Owner, and shall furnish Owner with a certified record of all such payments, if requested.

ITEM 23. OWNERSHIP OF DOCUMENTS

23.01 All drawings, specifications, computations, sketches, test data, survey results, photographs, renderings and other material related to the Work whether prepared by Construction Manager or furnished by Owner or others shall be the sole property of Owner. Construction Manager shall deliver all such materials to Owner upon full completion of the Work or upon Owner's request.

ITEM 24. OWNER'S RIGHT TO TERMINATE

24.01 If at any time there shall be filed by or against Construction Manager in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Construction Manager's property; or, if Construction Manager makes an assignment for the benefit of creditors or petitions or enters into an agreement or arrangement with creditors; or, if Construction Manager refuses to supply enough properly skilled workers or proper materials or otherwise fails to secure adequate job progress in the opinion of Owner; or, if Construction Manager fails to correct defective or non-conforming work within a reasonable time; or, if Construction Manager fails to make payment in accordance with ITEM 11 to Subcontractors or suppliers for labor or materials, or disregards laws, ordinances, rules, regulations or orders of any public authority; or, if Construction Manager, without limitation, fails or refuses to perform any provision of the Contract, then Owner may, without prejudice to any right or remedy and after giving Construction Manager and its surety, if any, five (5) days' written notice, terminate the employment of Construction Manager and take possession of the Project site and all materials, equipment, tools, appliances and machinery thereon owned by Construction Manager and may finish the Work by whatever method Owner may deem expedient. In such case, Construction Manager shall not be entitled to receive any further payment until the Work is completed. In the event the unpaid balance of the Contract Amount is in excess of the cost incurred by Owner in completion of the Work and any loss of any other kind arising from the default and termination, such excess shall be paid to Construction Manager. If such costs exceed the unpaid balance, Construction Manager shall promptly pay the difference to Owner. The obligation to make such payments shall survive the termination of the Contract. In the event Owner is required to bring legal

proceedings to recover any amounts that may be owed to Owner by Construction Manager pursuant to the terms of this Item 24.1, Owner shall be entitled to recover its cost of bringing such action including, without limitation, legal fees and expenses. Further, nothing herein shall act as a limitation on the rights of Owner to obtain from Construction Manager whatever remedies to which Owner is entitled as a matter of law or in equity.

24.02 The Contract may be terminated by Owner for convenience by giving fifteen (15) days advance written notice to the Construction Manager. Upon receipt of such termination notice, Construction Manager shall stop all Work. In such event, Owner will pay to Construction Manager (i) all costs incurred by Construction Manager for Work completed through the date of the termination, less all amounts previously paid, plus (ii) all costs incurred by Construction Manager in organizing and carrying out the stoppage including reasonable and necessary general expenses, and (iii) all costs incurred by Construction Manager in canceling commitments or orders for materials, equipment, supplies, etc. including restocking charges, and (iv) all general expenses incurred through the date of termination, less amounts previously paid, and (v) all overhead and profit allocable to the portion of the Work completed prior to the date of termination less amounts previously paid.

24.03 In the event of termination by Owner, a copy of, or if in Construction Manager's possession, original counterparts of all plans, specifications, contracts, agreements, permits, licenses and other documents, instruments, writings owned by or in the possession of Construction Manager and relating to the Work or the Project shall be turned over to Owner by Construction Manager and Owner may require Construction Manager promptly to assign to it all or some subcontracts, materials, equipment, tools, appliances, machinery, rental agreements and any other commitments which Owner in its sole discretion may wish to be assigned, and in such event, Construction Manager shall promptly execute and deliver to Owner written assignments of the same.

ITEM 25. GOVERNING LAW

25.01 The Contract shall be governed by the laws of the State of Georgia.

ITEM 26. NOTICES

26.01 Written notices pursuant to this Contract shall be deemed to have been duly given when delivered, if by hand delivery, or when sent by U.S. Mail, registered or certified mail, postage prepaid, to the addresses specified by Owner and Construction Manager in the Agreement.

ITEM 27. COMPLIANCE WITH GEORGIA DEPARTMENT OF EDUCATION REQUIREMENTS

27.01 To the extent that Owner must comply with any Georgia Department of Education requirements or submit any Georgia Department of Education forms or records in connection with the Work on the Project, Construction Manager shall comply with all

such requirements and/or provide all such forms and/or records at the times and in the manner required by the Georgia Department of Education as it relates to Construction Manager's Scope of Work or its obligations pursuant to the Contract.

ITEM 28. NON-WAIVER OF CONTRACT PROVISIONS

28.01 The failure of Owner to insist on strict compliance with the terms and conditions hereof or to exercise its options hereunder shall not constitute a waiver of its rights to thereafter require strict compliance or preclude Owner from fully exercising options not previously exercised.

ITEM 29. HAZARDOUS MATERIALS

29.01 (a) Construction Manager shall, and shall require any subcontractor to, follow all appropriate federal and state regulations in dealing with hazardous materials.

(b) Certain schools within the Atlanta Public School System have been identified as containing asbestos. Some disturbance of asbestos may be necessary. Construction Manager shall review the existing "Asbestos Management Plans" on file in each facility and determine if compliance with the provisions of the plans is necessary. Any necessary compliance will be the responsibility of the successful contractor.

(c) Construction Manager is cautioned that should any suspect asbestos-containing material or any "friable asbestos containing material" be encountered in the Work, Construction Manager shall notify Owner, in writing, immediately (not later than 24 hours after discovery) and shall under no circumstances attempt to remove or abate the material in questions, without Owner's approval. After giving the aforesaid written notice, Construction Manager shall await further instructions from Owner.

The only exception to this requirement is roofing and related construction which shall be in accordance with the Technical Specifications.

(d) "Friable Material" is any material containing 1 % or more asbestos which "when dry, may be crumbled, pulverized or reduced to powder by hand pressure."

(e) If asbestos abatement work needs to be performed by Owner during the course of the Work, Construction Manager shall be responsible for coordinating his work and that of any Subcontractor with Owner's asbestos abatement activities to provide for the orderly and timely progress of the Work.

(f) Construction Manager, by submitting a bid for this Project, agrees that it is knowledgeable of the hazards associated with its Work as it relates to asbestos-containing materials.

ITEM 30. COMPLIANCE WITH THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

30.1 Construction Manager acknowledges and agrees that it is subject to and will abide by the limitations and requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. ' 13-10-91, and the Rule 300-10-1-.02 of the Georgia Department of Labor (the “**Immigration Act**”) by registering and participating in a federal work authorization program to verify information on all of its new employees. As of the date of this Agreement the applicable federal program is the Employment Eligibility Verification (“**EEV**”) Basic Pilot Program (the “**Basic Pilot Program**”) operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration. The Basic Pilot Program may be accessed at <http://www.vis-dhs.com/EmployerRegistration>.

- 30.2 The effective dates for compliance with the Immigration Act are:
- (a) On or after July 1, 2007 for contractors or subcontractors of 500 or more employees.
 - (b) On of after July 1, 2008 for contractors or subcontractors of 100 or more employees.
 - (c) On or after July 1, 2009 for all contractors or subcontractors.

30.3 As of the date of this Agreement, Construction Manager’s workforce consists of the following (*Check One*):

- (a) 500 or more employees
- (b) 100 or more employees
- (c) fewer than 100 employees

30.4 Construction Manager agrees that it will evidence its compliance with the Immigration Act by executing and delivering to Owner for inclusion in the Contract the Construction Managers Immigration and Control Affidavit and Agreement which is included in Section 01005 hereof.

30.5 The Construction Manager agrees that it will secure from each of its subcontractors an indication of the employee-number category applicable to the subcontractor, and that it will require each subcontractor to evidence its compliance with the Immigration Act by securing from each subcontractor and delivering to the Owner for including in this Agreement the Subcontractors Immigration and Control Affidavit and Agreement which is included in Section 01005 hereof.

END OF GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS**1.01 SECTION INCLUDES**

- A. Submittals Required
- B. Owner's Responsibilities
- C. Construction Manager's Responsibilities

1.02 RELATED SECTIONS

- A. Section 01005 - Administrative Provisions
- B. Section 01220 - Progress Meetings
- C. Section 01300 – Submittals
- D. Section 01500 - Construction Facilities and Temporary Controls
- E. Section 01700 - Contract Closeout

1.03 SUBMITTALS REQUIRED

- A. Submit the following:
 - 1. Value Engineering (V.E.) suggestions and pricing constructability review comments
 - 2. Bid package breakdown, Bid Package Advertising, Sub-Contractor Pre-Bid meeting agenda and minutes
 - 3. Bidding and Award Schedules and Overall Construction Schedule in accordance with Section 01300
 - 4. Letter of Intent to award for all sub-contractors and copies of all executed sub-contract agreements
- B. Submit copies of all permits as obtained.

1.04 OWNER'S RESPONSIBILITIES

- A. Drawings and Specifications: Furnish Drawings and Specifications describing the materials and workmanship required and procedures to be followed for the construction work.

- B. Project Manager: Project Manager assigned by Owner will be available in person and or by phone for review during the project design and construction process.

1.05 CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES

A. RESPONSIBILITIES DURING DESIGN, BIDDING AND AWARD:

1. Review Drawings and Specifications prepared by Owner's consultant.
2. Provide value-engineering services; prepare list of potential Value Engineering (V.E.) items with associated cost saving amounts.
3. Review documents for constructability and budget conformance.
4. Prepare bid packages for subcontractors and pre-bid estimates for each bid package.
5. Present GMP to Owner when Drawings and Specifications are sufficiently complete for preparation of the Contract. The GMP shall contain the following items and shall be presented in the format requested by Owner.
 - I. Estimates of subcontractor costs of for appropriate items set forth in the respective CSI Divisions.
 - II. Maximum of _____% of "I" which represents the Construction Manager's charges for General Conditions and Division I.
 - III. Estimate for Insurance, Bonds and Taxes
 - IV. Construction Manager's fee _____% of the sum of items I, II, & III above.

The GMP is the sum of items "I" through "IV" above.

6. Develop information and advertising to secure competitive subcontractor bids.
7. Schedule and manage pre-bid meetings for all potential subcontractors. Describe project goals, objectives and schedule. Document all questions and assist Owner and Owner's consultant in preparation and distribution of addenda if required.
8. Receive bids from subcontractors, provide notice to Owner of intent to award subcontract to the lowest "responsive" and most "responsible" bidder.
9. Subcontractors must not be awarded without receipt by Construction Manager of Owner's written acknowledgement of Construction Manager's intent to award.

10. By acknowledging Construction Manager's intent with respect to subcontractor awards, Owner does not assume responsibility for the suitability of the subcontractor, nor does this relieve or diminish the Construction Manager's obligations and responsibilities under the terms and conditions of the Contract.

B. RESPONSIBILITIES DURING CONSTRUCTION:

1. Administer construction progress as the contractor to completion as provided in the Contract Documents.
2. Unless otherwise in writing, Construction Manager acknowledges its intention to solicit and receive sub-contractor bids for the work set forth in the GMP, and that this work is all-inclusive for the Work specifically delineated by the Contract Documents and as customary for the trade to perform. The full contract shall be bought-out and sub-contracted within sixty (60) days of the first bid date on the items set forth in the Divisions of the GMP. If the sub-contractor bids exceed the GMP estimates, Construction Manager is only entitled to payment for the amount established and approved in the GMP. If the subcontractor bids are less than the GMP estimates, Construction Manager is entitled to payment for the amount of the subcontractor bids only. The difference between the actual subcontractor bids and the amount Construction Manager carried in the GMP will be allocated to the buyout savings (the "**Buyout Savings**"), which Buyout Savings belong solely to Owner and shall be credited to Owner.
3. Construction Manager's General Conditions and Division 1 work was established in the GMP by calculating ____% of the total estimated costs for the remaining CSI Divisions in the GMP. The actual estimated cost breakdown for materials, labor and other costs shall be provided to Project Manager at this time. Any cost not used and approved by Project Manager at project completion will be allocated to the Buyout Savings to be credited to Owner. The final cost for General Conditions will be ____% of the actual cost of the work in set forth in the remaining CSI Divisions of the GMP.
4. Construction Manager's Fee was calculated for purposes of establishing the GMP at ____% of the total of all estimated costs. The actual cost will be finally calculated at Project completion. The final fee will be ____% of the actual cost of the work as set froth in the Divisions of the GMP, not including any amount that is credited as Buyout Savings or amounts for self-performed work.

COSTS TO BE INCLUDED IN GMP:

The term “**Cost of the Work**” shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior written consent of Owner. The Cost of the Work shall include only the items set forth herein.

a. LABOR COST

1. Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site or, with the Owner’s agreement, a portion of the salaries when not stationed on site.
2. Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law, collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions; provided that such costs are based on wages and salaries included in the Cost of the Work Subparagraph a (1) above.

b. SUBCONTRACT COSTS

Subject to the maximum amounts established in ITEM 8 hereof, payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

c. MISCELLANEOUS COSTS

- (1) That portion of premiums for insurance and bonds, which is directly attributable to the Contract.
- (2) Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which Construction Manager is liable.
- (3) Fees and assessments for the building permit and for other permits, licenses and inspections which Construction Manager is required by the Contract Documents to pay.
- (4) Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work.
- (5) Data processing costs related to the Work.
- (6) Deposits lost for causes other than Construction Manager’s negligence or failure to fulfill a specific responsibility to Owner set forth in the Agreement.

d. **OTHER COSTS**

Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by Owner.

e. **COSTS NOT TO BE INCLUDED IN GMP NOR PAID BY OWNER:**

The Cost of the Work shall not include:

- (1) Salaries and other compensation of Construction Manager's personnel stationed at Construction Manager's principal office except as noted in a.1. above.
- (2) Expenses of the Construction Manager's principal office and offices other than the Project site office.
- (3) Overhead and general expenses, except as may be expressly included herein.
- (4) Construction Manager's capital expenses, including interest on Construction Manager's capital employed for the Work.
- (5) Rental costs of machinery and equipment, except as specifically provided in the General Conditions and Division 1.
- (6) Costs due to the negligence of Construction Manager or to the failure of Construction Manager to fulfill a specific responsibility to Owner set forth in the Contract.
- (7) Costs for Preconstruction Services.
- (8) Any cost not specifically and expressly described herein, except as provided in Paragraph d. above.
- (9) Costs which would cause the GMP to be exceeded.

f. **DISCOUNTS, REBATES AND REFUNDS**

1. Cash discounts obtained on payments made by Construction Manager shall accrue to Owner if (1) before making the payment, Construction Manager included them in an Application for Payment and received payment therefor from Owner, or (2) Owner has deposited funds with Construction Manager with which to make payments; otherwise, cash discounts shall accrue to Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to Owner, and Construction Manager shall make provisions so that they can be secured.
2. Amounts which accrue to Owner in accordance with the provisions of Subparagraph f (1) above shall be credited to Owner as a deduction from the Cost of the Work.

g. ACCOUNTING RECORDS

Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract. The accounting and control systems shall be satisfactory to Owner. Owner and Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Project, and Construction Manager shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

END OF SECTION

GENERAL REQUIREMENTS

1.01 SECTION INCLUDES

- 1.01A. Work Covered by Contract Documents
- 1.01B. Work by Others
- 1.01C. Work Sequence (Omitted)
- 1.01D. Construction Manager's Use of Premises
- 1.01E. Owner Occupancy
- 1.01F. Owner-Furnished Items
- 1.01G. Coordination
- 1.01H. Field Engineering
- 1.01I. Regulatory Requirements and Fees
- 1.01J. Specification Format and Language
- 1.01K. References
- 1.01L. Manufacturer's Data
- 1.01M. Payment and Change Order Procedures
- 1.01N. Construction Manager's Final Affidavit and Release
- 1.01O. Non-influence Affidavit
- 1.01P. Performance and Payment Bonds
- 1.01Q. Contractor Immigration & Control Affidavit and Agreement
- 1.01R. Subcontractor Immigration & Control Affidavit and Agreement

1.02 RELATED SECTIONS

- A. Section 00700 - General Conditions of Contract
- B. Section 00825 - Construction Management Services and Responsibilities.
- C. Section 01045 - Cutting & Patching.
- D. Section 01120 - Project Procedures.
- E. Section 01220 - Progress Meetings.
- F. Section 01300 - Submittals.
- G. Section 01400 - Quality Control.
- H. Section 01500 - Construction Facilities and Temporary Controls.
- I. Section 01600 - Materials and Equipment
- J. Section 01655 - Starting of Mechanical Systems
- K. Section 01700 - Contract Closeout.
- L. Section 01710 - Cleaning

SECTION 1.01**1.01A. WORK COVERED BY CONTRACT DOCUMENTS**

1. Work of this Contract comprises _____,
an Atlanta Public School Facility

1.01B. WORK BY OTHERS

The Atlanta Independent School System may undertake or award other prime construction contracts for any work at, on, or near the Project Site governed by the Contract. Construction Manager shall fully cooperate with such other contractors and with Owner's on-site employees and carefully adapt scheduling and performance of the Work under the Contract to accommodate the Work performed by others and heed any direction that may be provided by the Owner's on-site representative. Construction Manager shall not commit or permit any act, which will interfere with the performance of Work by any other contractor or by any of Owner's employees. Construction Manager shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and save harmless Owner from any and all damage, loss, cost or claims that may arise because of inconvenience, delay, or loss experienced by it because of the presence and operations of other contractors working at or near Project Site governed by this Contract.

1.01C. WORK SEQUENCE (Omitted)**1.01D. CONSTRUCTION MANAGER USE OF PREMISES**

A. Construction Manager shall confine operations at the Project site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

1.01E. OWNER OCCUPANCY

A. Owner shall have the right to occupy or use all or any portion of the Project and the Work as provided in the General Conditions, prior to its full completion.

1.01F. OWNER-FURNISHED ITEMS

Reference is made to Contract Documents for Owner furnished items.

1.01G. COORDINATION

A. Construction Manager shall cooperate and coordinate with all contractors and subcontractors.

B. Construction Manager shall not cut or alter the Work of any other contractor or cut any structural members except with the written consent of the Project Manager.

C. Construction Manager shall coordinate all fitting of the Work that may be required to make its several parts fit together properly.

1.01H. FIELD ENGINEERING

A. Construction Manager shall establish all grades, lines and levels necessary for the execution of the Work including the location of property lines and bench marks shown on the Drawings.

B. Construction Manager shall verify all grades, lines, levels and dimensions shown on the Drawings and report any errors or inconsistencies in same to Project Manager for correction before starting work.

C. Construction Manager shall protect all property lines, markers and monuments from being disturbed. Disturbed pins, markers and monuments shall be promptly replaced by a registered land surveyor at Construction Managers expense.

1.01I. REGULATORY REQUIREMENTS AND FEES

A. Construction Manager shall comply with the requirements of the Agreement.

1. In the event of conflicting requirements between applicable codes and the Contract Documents, the applicable codes shall govern.

B. Construction Manager shall procure and pay all fees and costs for approvals, permits, licenses, utility connections and meters.

1. Building permit fee, as charged by the government or agency having jurisdiction of the Work to be performed, will be reimbursed by Owner.

C. Construction Manager shall deliver copies of all permits, licenses and certificates to Project Manager prior to final payment.

1.01J. SPECIFICATION FORMAT AND LANGUAGE

A. The Specifications are organized in sections of work based upon The Construction Specification Institute's ("CSI") 49 division format.

1. The organization of the Specifications in sections is not intended to imply trade responsibilities.
 2. Section titles are not intended to limit the meaning or content of a section, or to be completely descriptive of requirements specified within a section.
- B. Specification sections are divided in 3 parts based upon CSI's three-part section format.
1. Part 1 articles titled "Work Included" or "Section Includes" are not intended to limit the scope of a section or to imply a trade responsibility. These articles are merely a convenient listing of the significant items specified within a section.
 2. Part 1 articles titled "Related Work" or "Related Sections" are provided as a convenient listing of sections of work directly related to the Work of a particular section. No assurance is given with respect to the completeness of these listings.
- C. The imperative language is used generally in the Specifications. These statements of instruction are directed to Construction Manager.
- D. Colons are used in the Specifications to list requirements generally for products. The words "**Shall be supplied**" shall be inferred where a colon (:) is used for such purpose.

1.01K. REFERENCES

- A. For products or execution requirements specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by when a specific date is specified.
- B. In the event of conflicting requirements between referenced standards and the Contract Documents, the Contract Documents shall govern.

1.01L. MANUFACTURER'S DATA

- A. Manufacturer's specifications, recommendations, instructions or other data referenced shall be construed as data contained in manufacturer's printed publications current as of the Building Permit date, except when a specific date is specified.
- B. For products or execution requirements specified by reference to manufacturer's data comply with the requirements therein, except when more rigid requirements are specified or are required by applicable codes.

1.01M. PAYMENT AND CHANGE ORDER PROCEDURES

Payment and change order procedures shall be as prescribed in the General Conditions.

1.01N. CONSTRUCTION MANAGER'S FINAL AFFIDAVIT AND RELEASE

Construction Manager shall provide Construction Manager's Final Affidavit and Release fully executed on the attached form.

1.01O. CONSTRUCTION MANAGER SHALL PROVIDE NON-INFLUENCE AFFIDAVIT FULLY EXECUTED ON THE ATTACHED FORM.**1.01P. PERFORMANCE AND PAYMENT BONDS (forms attached)**

Construction Manager will be required to furnish a performance bond (“**Performance Bond**”) and a payment bond (the “**Payment Bond**”) (the Performance Bond and Payment Bond are collectively hereinafter referred to as , the “**Bonds**”) issued by a surety company licensed by the Commissioner of Insurance for the State of Georgia, to do business as an insurance company in the State of Georgia. The Bonds must be in an amount equal to one hundred percent (100%) of the GMP. The Bonds will be furnished as security for the faithful performance of the Work included in the Contract, including stipulations and agreements of the Contract, the payment of all bills and obligations arising out of the performance of the Contract, which bills and obligations might or would in any manner become a claim against Owner, and guaranteeing the Work included in the Contract against faulty materials or poor workmanship, or both, for one (1) year after final acceptance of the Work by Owner. All Bonds provided by Construction Manager must be accompanied by an affidavit from Construction Manager that an investigation has been made and that the surety is licensed by the Commissioner of Insurance to do business as an insurance company in Georgia and is further authorized to serve as a surety.

The Performance Bond satisfactory to Owner in an amount equal to one hundred percent (100%) of the GMP, and the Payment Bond satisfactory to Owner in an amount equal to one hundred percent (100%) of the GMP, shall be required of Construction Manager to guarantee completion of the Work under contract and payment for all labor and materials. The Bonds shall be written on forms approved by Owner's attorney, copies of which are included in the Contract, with appropriate Powers of Attorney attached to the Bonds when submitted.

The Bonds shall be executed by an agent of the Surety residing in the State of Georgia. The date of the Bonds shall be the same as the date of the Award Letter. The Surety shall appoint an agent for service in Atlanta, Georgia, upon whom all notices shall be shown on each Bond. The person executing the Bonds on behalf of the Surety shall file with the Bonds a General Power of Attorney, unlimited as to amount and type of bonds covered by such Power of Attorney, and certified by

an official of said Surety. The Bonds shall be on forms provided by Owner. The Contract will not be executed by Owner until after the receipt and approval of the Bonds by Owner's attorney.

If, at any time after the execution of the Contract, the Surety has been determined to be unsatisfactory by Owner, Owner shall have the right to require new Bonds by issuing a notice to Construction Manager that the Surety on the Bonds is unsatisfactory to Owner. Failure of the Construction Manager to provide replacement Bonds issued by a Surety that is found to be satisfactory to Owner shall constitute a default under this paragraph. In the event of Construction Manager's default under the General Conditions, then Owner shall have such rights and may take such actions as are granted to Owner in the event of a default by Construction Manager pursuant to the General Conditions.

Owner shall not be responsible for any costs incurred as a result of Construction Manager's failure to comply with its obligation to secure a Bonds as set forth herein.

Consent of Surety shall be required prior to any reduction of retainage or payment of final invoice.

END OF SECTION

CONSTRUCTION MANAGER'S FINAL AFFIDAVIT and RELEASE
Contingent Upon Receipt of Final Payment

STATE OF: COUNTY OF:

Personally appearing before the undersigned attested officer, who is duly authorized to administer oaths, who after being duly sworn, deposes and says on oath that:

1. He / she is the (Title) of (hereinafter called "Construction Manager") and is duly authorized to make this Affidavit for and on behalf of Construction Manager, Construction Manager being bound by the terms hereof:

2. Construction Manager contracted with Atlanta Independent School System (hereinafter called "Owner") for the performance of the construction work described on the following project:

Contract Number: (the "Contract")

Date of Contract: (Notice to Proceed)

Project: (the "Project")

Project Address: (the "Property")

3. All cost, bills, debts and other charges whatsoever incurred for the Contract and work thereunder have been paid and satisfied in full and there is no outstanding unpaid obligations or bills due any persons, firms or corporations for labor, services, materials, supplies for Construction Manager's work whatsoever incurred in and about the performance of said Contract, except to the extent that such payments are not yet due to particular persons, firms or corporations, which are listed on Attachment "A" hereto (showing the identity of the person involved and the amount remaining to be paid) which amount shall be paid promptly upon receipt of the final payment from Owner by Construction Manager. No laborers or material suppliers have any claim or lien, either actual or inchoate, by virtue of their having furnished labor or material going into or toward the erection of the building, or improvement of said Property.

4. Construction Manager has completed all work described and required by the Contract and agrees that Owner has paid Construction Manager an amount, when the final payment described hereafter is included, which equals or exceeds the reasonable value of the work performed by Construction Manager, and has paid all agreed-upon sums.

5. Upon receipt of \$, which represents Construction Manager's final payment, Construction Manager will be paid in full for all

amounts due for materials and labor furnished under the Contract and for any and all cost related to the performance of the work thereunder.

- 6. Construction Manager further accepts the aforesaid amount as full payment and satisfaction of all claims, rights or demands of any nature which Construction Manager, its successors or assigns, has or may have, arising out of or in any way connected with the aforesaid Project, against the Property, or against any property, real or personal, of Owner. *
- 7. Construction Manager hereby releases Owner from any and all further claims, demands, rights, action, or causes of action, liens or liabilities whatsoever in connection with or in any way related to the aforesaid Contract or the work performed at Project. Construction Manager agrees to and hereby does indemnify and hold Owner harmless from any and all costs, expenses, damages or losses, including all reasonable attorneys' fees actually incurred, by reason of any claim or demand of any type by any employee, agent, subcontractor, supplier of material or any person, firm or corporation arising from labor performed or material or equipment furnished in connection with performance of the aforesaid Contract. *
- 8. Final payment, execution of final affidavit or release of Construction Manager shall not alter the continuing obligations, if any, of Construction Manager or release Construction Manager from obligations under the Contract, including, but not limited to, such responsibilities as may exist for warranty, defective work or maintenance.
- 9. Nothing in this affidavit and release is intended to alter, impair, discharge, waive or release any unresolved change orders or claims for additional compensation that have been properly identified in writing and set forth on **Attachment "B"** hereto.

This affidavit is made pursuant to the Contract for the purpose of inducing Owner to make final payment to Construction Manager and it is recognized that Owner makes final payment in reliance upon the statements contained herein.

Signed, sealed and delivered on the date shown.

Date: _____

(Signature of Deponent)

Title: _____

For: _____
(Officer and Authorized Signatory)

Sworn to and subscribed before me
this _____ day of _____

(Notary Public)

My Commission Expires _____

Non-Influence Affidavit

Contract No. _____

COUNTY OF FULTON, STATE OF GEORGIA

I do solemnly swear on my oath that as to the contract dated _____, 20____, between _____ and the Atlanta Independent School System, I have no knowledge of the exertion of any influence or the attempt of any influence on the firm on behalf of which this affidavit is made in any way, manner or form in the purchase of materials, equipment, or other items involved in the construction, manufacture or employment of labor under the aforesaid contract, by any member of the Atlanta Independent School System, or any employee of the Atlanta Independent School System, or any person connected with the City Government of Atlanta in any way whatsoever.

This _____ Day of _____, 20____.

Signature (LS)

Title (LS)

Firm (LS)

COUNTY OF _____

STATE OF _____

Personally before me, the undersigned authority, appeared

who is known to me to be an official of the firm of

who after being duly sworn, stated on his/her oath that he/she has read the above statement and that the same is true and correct.

This _____ day of _____, 20____.

Notary Public

My Commission Expires _____

[NOTARIAL SEAL]

Performance Bond

Contract No _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, as principal (hereinafter referred to either as "Principal" or "Construction Manager"), and, _____

_____, as surety (hereinafter referred to as "Surety"), do hereby acknowledge ourselves indebted and firmly bound and held unto the Atlanta Independent School System as Obligee (hereinafter referred to as "Owner") in the amount of _____ DOLLARS AND NO CENTS (\$_____) to which payment Construction Manager and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a Contract with Owner bearing date of _____, 20__ for construction of _____ (the "Project") in accordance with Contract Documents prepared by _____ Architects, which said Contract is incorporated herein by reference and made a part hereof, and is hereinafter referred to as the "Contract").

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Construction Manager shall promptly and faithfully perform and comply with the terms and conditions of said Contract; and shall indemnify and save harmless Owner against and from all costs, expenses, damages, injury or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Construction Manager, its agents, sub-contractors or employees, in the execution or performance of said Contract, and shall fully reimburse and repay the said Owner any and all outlay, costs, and expense which it may incur in making good any such default and shall guarantee all products and workmanship against defects, as defined in said Contract Documents, for a period of one year and shall replace all defective work and products for such period of one year then this obligation shall be null and void; otherwise it shall remain in full force and effect.

- 1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work to be performed thereunder, or the specifications or drawings accompanying same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work or to the specifications or drawings.
- 2) It is expressly agreed that this bond shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Guaranteed Maximum Price ("GMP") more than twenty percent (20%) in excess of the original GMP, so as to bind the Principal and Surety to the full and faithful performance of the Contract as so amended. The term "amendment" shall include any

alteration, addition, extension, or modification of any character whatsoever.

- 3) If pursuant to the Contract Documents Construction Manager shall be declared in default by Owner under the aforesaid Contract, Owner shall take possession of the Project and finish the work by whatever method Owner may deem expedient, in accordance with Item 24.01 of the General Conditions of the Contract.
- 4) Supplementary to and in addition to the foregoing, whenever Owner shall notify Surety that Owner has notice that Construction Manager has failed to pay any sub-contractor, materialman, or laborer for labor or materials certified by Construction Manager as having been paid for by Construction Manager, Surety shall, within thirty (30) days of receipt of such notice, cause to be paid any unpaid amount for such labor or materials.
- 5) It is expressly agreed by Principal and Surety that Owner, if it desires to do so, is at liberty to make inquiries at any time of sub-contractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.
- 6) Surety agrees that other than as is provided in this bond it may not demand of Owner that Owner shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any action of any nature or description which is not required of Owner to be done under the Contract Documents.
- 7) No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner named herein or the legal successors of Owner.

This bond is given pursuant to and in accordance with the provisions of Article 4 of Chapter 91 of Title 36 of the Official Code of Georgia Annotated, and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereafter enacted and these are hereby made a part hereof to the same extent as if set out in full herein.

[Remainder of Page Left Blank]

[Signatures begin on next page]

Signed and sealed as of _____, 20____.

Signed, sealed and delivered
in the presence of:

(Insert Name of Construction Manager)

1. _____

By: _____

(Printed) _____

2. _____

Attest: _____

(Printed) _____

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

(Insert Name of Surety)

1. _____

By: _____

(Printed) _____

2. _____

Attest: _____

(Printed) _____

(CORPORATE SEAL)

APPROVED AS TO FORM:

Attorney for Owner

Payment Bond

Bond No. _____

THIS BOND IS EXECUTED WITH ANOTHER BOND IN FAVOR OF THE OWNER AS OBLIGEE CONDITIONED UPON PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That _____, as principal (hereinafter referred to either as "Principal" or "Construction Manager"), and, _____

_____, as surety (hereinafter referred to as "Surety"), do hereby acknowledge ourselves indebted and firmly bound and held unto the Atlanta Independent School System as Obligee (hereinafter referred to as "Owner") in the amount of _____ DOLLARS AND NO CENTS (\$_____) to which payment Construction Manager and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a Contract with Owner bearing date of _____, 20____ for construction of _____ (the "Project") in accordance with Contract Documents prepared by _____ Architects, which said Contract is incorporated herein by reference and made a part hereof, and is hereinafter referred to as the "Contract").

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Construction Manager shall promptly make payment to all claimants as hereinafter defined, for all labor and material supplied in the prosecution of the work provided for in said Contract Documents, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work to be performed thereunder, or the specifications or drawings accompanying same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work or to the specifications of drawings.
- 2) It is expressly agreed that this bond shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the Guaranteed Maximum Price ("GMP") more than twenty percent (20%) in excess of the original GMP, so as to bind Construction Manager and Surety to the full and faithful performance of the Contract as so amended. The term "amendment" shall include any alteration, addition, extension, or modification of any character whatsoever.

- 3) A Claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in said Contract.
- 4) Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the work referred to in said bond before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by him, or materials or equipment or machinery was furnished or supplied by him for which such claim is made, or when he has completed his subcontract for which claim is made, shall have the right to sue on such payment bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due him; provided, however, that any person having direct contractual relationship with a subcontractor, but no contractual relationship express or implied with Construction Manager, shall have the right of action upon the said payment bond upon giving written notice to said Construction Manager within ninety (90) days from the day on which such person did or performed the last of the labor, or furnished the last of the materials or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed or done; provided further that nothing contained herein shall limit the right of action to said 90-day period. Notice may be served by depositing a notice, registered mail, postage prepaid, duly addressed to Construction Manager at any place it maintains an office or conducts its business, or its residence, in any post office or branch post office or any letter box under the control of the United States Postal Service, or notice may be served in any manner in which the sheriffs of Georgia are authorized by law to serve summons or process.
- 5) Every suit instituted under this section shall be brought in the name of the claimant without Owner being made a party thereto. The official who has the custody of said bond is authorized and directed to furnish, to any person making application therefor who submits an affidavit that he has supplied labor or material for such work and payment therefor has not been made, or that he is being sued on any such bond, a copy of such bond and the Contract for which it was given, certified by the official who has custody of said bond; this copy shall be primary evidence of said bond and the Contract and shall be admitted as evidence without further proof. Applicants shall pay for such certified copies and such certified statements such as fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fee exceed the fees which the clerks of the superior courts are permitted to charge for similar copies.
- 6) No action can be instituted on this bond after one year from the date of the final acceptance of Owner.

This bond is given pursuant to and in accordance with the provisions of Article 5 of Chapter 91 of Title 36 of the Official Code of Georgia Annotated, and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereafter enacted and these are hereby made a part hereof to the same extent as if set out in full herein.

Signed and sealed as of _____, 20____.

Signed, sealed and delivered
in the presence of:

(Insert Name of Construction Manager)

1. _____

By: _____

(Printed) _____

2. _____

Attest: _____

(Printed) _____

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

(Insert Name of Surety)

1. _____

By: _____

(Printed) _____

2. _____

Attest: _____

(Printed) _____

(CORPORATE SEAL)

APPROVED AS TO FORM:

Attorney for Owner

CERTIFICATION OF COMPETITIVE BIDS

PROJECT NO. _____

PROJECT NAME: _____

This is to certify that _____

has solicited two (2) or more bids from _____

subcontractors/suppliers on the above-referenced contract or bid package.

CONTRACTOR IMMIGRATION AND CONTROL AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Construction Manager verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Owner has registered with and is participating in any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security and 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. 00-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Atlanta Independent School System, 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 300-10-01-0-.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 (name of public employer) at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Construction Manager

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__.

Notary Public

My Commission Expires: _____

**SUBCONTRACTOR IMMIGRATION AND
CONTROL AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of Owner has registered with and is participating in a federal work authorization program 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 and in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent

Date

Subcontractor

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20__.

Notary Public
My Commission Expires: _____

SUMMARY OF WORK

Documents dated: _____

(Scope of Work Consisting of _____ Pages Follow This Header Page)

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for cutting and patching.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Coordination" for procedures for coordinating cutting and patching with other construction activities.
 - 2. Division 2 Section "Selective Demolition" for demolition of selected portions of the building for alterations.
 - 3. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - a. Requirements of this Section apply to mechanical and electrical installations. Refer to Divisions 15 and 16 for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.3 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures well in advance of the time cutting and patching will be performed if Owner requires approval of these procedures before proceeding. Request approval to proceed. Include the following information, as applicable, in the proposal:
 - 1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
 - 2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
 - 3. List products to be used and firms or entities that will perform work.

4. Indicate dates when cutting and patching will be performed.
5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
6. Where cutting and patching involves adding reinforcing to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.
7. Approval by Project Manager to proceed with cutting and patching does not wave the Owner's right to later require complete removal and replacement of unsatisfactory work.

1.4 QUALITY ASSURANCE

- A. Requirements for structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
 1. Obtain approval of the cutting and patching proposal before cutting and patching structural elements.
- B. Operational Limitations: Do not cut and patch operational elements or related components in a manner that would result in reducing their capacity as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
 1. Obtain approval of the cutting and patching proposal before cutting and patching operating elements or safety related systems.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the opinion of Project Manager, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.
 1. If possible, retain the original installer or fabricator to cut and patch exposed work. If it is impossible to engage the original installer or fabricator, engage another recognized experienced and specialized firm.

1.5 WARRANTY

- A. Existing Warranties: Replace, patch and repair materials and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

PART 2 - PRODUCTS**2.1 MATERIALS, GENERAL**

- A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible. If identical materials are unavailable or cannot be used, use materials whose installed performance will equal or surpass that of existing materials.
- B. Plaster: Comply with ASTM C 842.
 - 1. Base Coat: Ready-mix, sand aggregate gypsum plaster base.
 - 2. Finish Coat: Ready-mix gypsum finish plaster.

PART 3 – EXECUTION**3.1 INSPECTION**

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective actions before proceeding.
 - 1. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at earliest feasible time and complete without delay.
1. Cut existing construction to provide for installation of other components or performance of other activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original installer; comply with the original installer's recommendations.
1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 3. Cut through concrete and masonry using a cutting machine, such as a carborundum saw or diamond-core drill.
 4. Comply with applicable Division 2 Sections where cutting and patching requires excavation and backfilling.
 5. Where utility services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting. Cutoff pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance. Remove existing floor and wall

coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

- a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.
4. Patch, repair or replace existing ceilings as necessary to provide an even-plane surface of uniform appearance.
- D. Plaster Installation: Comply with manufacturer's instruction and install thickness and coats as indicated.
1. Unless otherwise indicated, provide 3-coat work.
 2. Finish gypsum plaster to match existing adjacent surfaces. Sand lightly to remove trowel marks and arises.
 3. Cut, patch, point-up and repair plaster to accommodate other construction.

3.4 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finish materials. Restore damaged pipe covering to its original condition.

END OF SECTION

1.01 EXISTING OPERATION

- A. If the Owner is operating its school from the facility at which the Work is to be performed, Construction Manager shall not interfere with such operation.
1. Owner will conduct its classes between the hours of: 7:30 AM – 4:00 PM on weekdays.
 2. Construction Manager will have the facility free and clear for performance of the work during other weekday hours and on weekends.

1.02 RELATED WORK

- A. Section 02070 - Selective Demolition

1.03 PROCEDURES

- A. Construction Manager shall issue numbered identification cards to each of its employees, including each of the employees of its Subcontractors.
1. Construction Manager shall submit a listing of the cards issued, indicating name of employee and number, to Project Manager before commencing the Work and shall resubmit the list immediately following any revisions.
 2. Access to the Work will be limited through the personnel gate at _____.
_____. Both locations will be limited to properly identified employees, except as follows:
 - a) Suppliers' delivery employees shall access the Work through the vehicle gate, after signing-in and obtaining a visitor's pass. Upon completion of the delivery, the delivery employee shall immediately return the pass and sign-out.
- B. Construction Manager's employees, subcontractors and suppliers shall be restricted to areas required for performance of the Work.
- C. Construction Manager's employees, subcontractors and suppliers will be permitted to park their vehicles in the _____
_____.
- D. Construction Manager's employees, subcontractors and suppliers will not be permitted to use restrooms, other telephones, lunch rooms, vending areas or other of Owner's facilities.

- E. Locate temporary office at _____.
- F. Limit project site storage of materials and equipment to any area within the construction fence, except under trees to remain.
- G. Ensure utilities taken out of service for performance of the Work are returned to service at least thirty (30) days prior to occupancy by Owner, or if in continuous operation, one (1) hour prior to scheduled start of class.
- H. Inform Owner immediately upon discovery of hazardous materials.
- I. Ensure debris, rubbish and other waste material caused by Construction Manager, subcontractors and suppliers are removed from the operating areas, both inside and outside the building.

END OF SECTION

1.01 REQUIREMENTS INCLUDED

- A. Scheduling and administration of progress meetings.
- B. Preinstallation conferences.

1.02 RELATED REQUIREMENTS (EDIT FOR PROJECT)

- A. Section 01300 - Submittals: Construction schedule; submittal schedule.
- B. Section 07550 - Built Up Coal Tar Roofing: Preinstallation Conference.
- C. Section 07512 - Built-Up Coal Tar Roofing: Preinstallation Conference.
- D. Section 07532 - Elastomeric Sheet Roofing - Loose Laid/Ballasted: Preinstallation conference.
- E. Section 07533 - Elastomeric sheet Roofing - Mechanically Attached: Preinstallation conference.

1.03 PROGRESS MEETINGS

- A. Schedule and administer weekly construction progress meetings and called meetings throughout progress of the Work.
- B. Make physical arrangements, prepare agenda, and distribute notice of each meeting to participants, and to Project Manger, four (4) days in advance of meeting date.
- C. Preside at meetings, record minutes, and distribute copies within two (2) days after meeting to participants, Project Manager and to entities affected by decisions at meetings.
- D. Location of Meetings: Construction Manager's field office.
- E. Attendance: Construction Manager's superintendent, subcontractors and suppliers as appropriate to agenda, Project Manager and others, as deemed appropriate by Project Manager.
- F. Minimum Agenda:
 - 1. Approval of minutes of previous meetings.
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.

4. Identification of problems which impede scheduled progress.
5. Review of submittal schedule and status of submittals, including resubmittals.
6. Review of off-site fabrication and delivery schedule.
7. Maintenance of construction schedule.
8. Expediting measures to regain compliance with the construction schedule.
9. Scheduled progress during succeeding work period.
10. Coordination of scheduled progress.
11. Maintenance of quality of work.
12. Effect of proposed changes, if any, on construction schedule and coordination of changes.
13. Review of all claims by Construction Manager, unsettled at the time of the meeting.
14. Other business relating to the Work.

1.04 PRE-INSTALLATION CONFERENCES

- A. When required in individual specification sections, schedule and convene a pre-installation conference at the project site prior to commencing work of the section.
- B. Notify Project Manager four (4) days in advance of conference date.
- C. Preside at conference, record minutes, and distribute copies within two (2) days after conference to participants.

END OF SECTION

1.01 PROCEDURES

- A. Deliver submittals to _____ (“**Project Manager**”), APS-Construction Management, 1631 LaFrance Street, Atlanta, Georgia 30307.
- B. Identify submittals with Construction Manager’s name, project name, date of submittal and related specification section numbers.
- C. Make any corrections to the submittals required by Project Manager and resubmit until approved. Direct specific attention in writing to revisions on resubmittals other than the corrections requested by Project Manager on previous submittals.

1.02 CONSTRUCTION SCHEDULE

- A. Within thirty (30) days after execution of the Contract or the date of the written notice to commence the Work, whichever is earlier, submit three (3) copies of a detailed construction schedule for approval.
- B. The schedule shall be the CPM (graphic & tabular) type utilizing current software compatible with Primavera “P3”.
- C. Schedule shall graphically show the relationship and interdependence of all activities necessary to fully meet the milestones set forth herein and complete the Work and shall show the sequence in which each activity is to be accomplished. The detail of information shall be such that duration times of activities shall normally range from one (1) to fifteen (15) days. Each activity shall be numbered.
- D. Schedule shall give description of each activity, show its duration in calendar days and reference its start and finish dates to calendar dates.
- E. The schedule shall show for each activity:
 - 1. Those other activities or percentages of other activities that must be completed prior to starting the activity and the latest date the activity can be finished without affecting the date of full completion of the Work.
 - 2. Indicate responsibility for each activity.
- F. The construction schedule, as approved by Project Manager, shall be an integral part of the Contract and shall establish interim contract completion dates for the various activities.
- G. Comply with the approved schedule and expedite the Work when required to maintain the established interim contract completion dates and the full completion date, at no additional cost to Owner.

- H. Should any activity critical to the full completion date be, in the judgment of Project Manager, behind schedule by seven (7) or more days, Project Manager may direct Construction Manager to expedite the Work to regain compliance with the schedule. If so directed, Construction Manager shall promptly expedite the Work by whatever means required including, but not limited to, increasing the Work force, adding additional shifts and working overtime. Such expediting shall be at no additional cost to Owner. Failure of Project Manager to so direct shall not relieve Construction Manager of his responsibility to comply with the construction schedule.
- I. Submit three (3) copies of the construction schedule with monthly invoice. Indicate:
1. Activities or portions of activities completed up to the end of the previous month.
 2. Actual dates of current or completed work.
- J. The approved construction schedule shall not be changed without Owner's prior written consent. In such instance, promptly submit three (3) copies of a revised schedule to Project Manager for approval.
- K. The parties acknowledge that compliance with the interim Contract completion dates referenced in Paragraph F above is considered a necessary pre-requisite to maintaining the Project Schedule and achieving the contractually mandated completion date for the entire Work. To the extent that any interim completion dates are not achieved, the parties acknowledge that Owner will be exposed to a risk that the Work will not be completed by the contractually mandated completion date. Under said circumstances, in order to protect Owner from the unavailability of funds to satisfy the liquidated damage provision of the Contract Documents, an amount shall be deducted from any progress payment equal to the per day liquidated damages multiplied by the greatest number of days of delay in achieving an interim contract completion date as of the date of submittal of any progress payment request. To the extent that the duration of the delay is reduced by the time the next progress payment request is submitted, the amount of funds withheld shall be reduced accordingly.

L. MILESTONES:

ITEM	MILESTONE	DATE
1	Contract Award / NTP	
2	Substantial Completion	
3	Final Completion	
4		
5		
6		
7		
8		
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1.03 SUBMITTAL SCHEDULE

- A. Within thirty (30) days after execution of the Contract or the date of the written notice to commence the Work, whichever is earlier, submit three (3) copies of a complete schedule of work related submittals including shop drawings, samples and certificates of completion.
- B. Prepare the schedule in chronological order of submittals. Show category of submittal, related specification section numbers, related activity number on the construction schedule and the date for submittal.
- C. Schedule and make all submittals in an orderly sequence so as to cause no delay in the Work or in the work of other construction managers.
- D. Ensure submittals are made far enough in advance of the related work activity to provide time required for reviews, revisions, resubmittals, approvals, placing orders and securing materials and equipment.
- E. In scheduling, allow at least ten (10) days for review following receipt of a submittal by Project Manager. Allow ten (10) days for review of a resubmittal. Large, complex submittals, especially those involving a design engineering consultant, should allow at least fourteen (14) days for review.

1.04 SHOP DRAWINGS AND SAMPLES

- A. Submit all drawings, diagrams, illustrations, schedules, performance charts, instructions, specifications and other product data illustrating portions of the Work as required by the specification sections. Such submittals, whether or not referred to as shop drawings, shall comply with the requirements for shop drawings herein prescribed. Unless otherwise noted in the specification sections, submit a minimum of one (1) set of reproducibles and three (3) sets of blue-line prints of

shop drawings to Project Manager. The reproducible set will be returned to Construction Manager unless otherwise requested. Reproductions of Contract Documents or standard printed documents are not acceptable as shop drawings.

- B. Submit all samples of materials, equipment and workmanship as required by the specification sections. Provide actual samples that are the same as proposed product; facsimiles will not be reviewed.
- C. Whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts and samples for review and selection, unless the precise color or pattern is indicated, in which case submit only the final sample required.
- D. Review, stamp with approval and submit, all shop drawings and samples required by the specification sections. Shop drawings or samples submitted without Construction Manager's approval stamp will be returned without review.
- E. By approving and submitting shop drawings and samples, Construction Manager thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he has checked and coordinated each shop drawing and sample with the requirements of the Work and of the Contract Documents.
- F. Shop drawings and samples will be reviewed and approved by Owner's consultants and/or Project Manager to determine in general if they are in compliance with the Contract Documents. Such approval shall not relieve Construction Manager of responsibility for any deviations from the requirements of the Contract Documents or from the responsibility for errors or omissions in the shop drawings or samples.
- G. Do not commence any portion of the Work requiring a shop drawing or sample submittal until the submittal has been approved as prescribed herein. All such portions of Work shall be in accordance with approved shop drawings.

1.05 SCHEDULE OF VALUES

- A. Submit for Owner's approval, a schedule of values for various portions of the Work as prescribed in the General Conditions within ten (10) days after execution of the Contract or the date of written notice to commence the Work, whichever is earlier.
- B. Use schedule of values form provided by Owner or approved by Owner.

1.06 CERTIFICATE OF COMPLIANCE

- A. Submit in duplicate, certificates of compliance for each product specified, prior to installation of the applicable product.
- B. Certificates of compliance shall include certified laboratory test reports, manufacturer's certificates or other evidence sufficient to verify compliance with the product specified.

END OF SECTION

1.01 QUALITY OF WORK

- A. Perform all Work in a first-class and workmanlike manner so as to achieve the Highest Intent of the Contract and according to generally accepted standard of best industry practices. All Work shall be free from faults and defects in workmanship.
- B. Construction Manager shall be solely responsible for quality control of the Work and shall maintain quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce work of specified quality.
- C. Required testing and inspection are intended to assist in determination of probable compliance of the Work with the Contract Documents, but do not relieve Construction Manager of responsibility for such compliance. Specified testing and inspection are not intended to limit Construction Manager's quality control program.

1.02 TESTING AND INSPECTION

- A. Testing and inspection, where required by the specification sections, shall comply with the specific requirements of the applicable specification section and the general requirements contained herein.
- B. All testing and inspection whether required by the specification sections or by laws, ordinances, rules, regulations, codes or orders of any public authority having jurisdiction or whether performed by Construction Manager for quality control shall be at Construction Manager's expense unless otherwise indicated in the Contract Documents.
- C. Construction Manager shall fully cooperate and coordinate with the personnel of any testing agency whether performing testing or inspection required by the Contract Documents or any public authority having jurisdiction or performing special testing and inspection required by Project Manager and regardless of whether the testing and inspection has been arranged for by Construction Manager, Project Manager or a public authority having jurisdiction. Testing agency personnel shall have access to the Work at all times for the performance of such testing and inspection and Construction Manager shall provide facilities for access in order that the testing agency may properly perform its function.

1.03 TESTING LABORATORY SERVICES

- A. Where the specification sections require testing or inspection by a testing laboratory, Construction Manager shall engage a reputable, independent testing laboratory specializing in the required services unless the testing or inspection is indicated as furnished by Owner. Testing laboratory shall be approved by Project Manager.

- B. Specimens and samples for testing or inspection shall be taken by the testing laboratory.
- C. If testing or inspection is indicated as furnished by Owner, Owner will engage an independent testing laboratory to perform the required services at Owner's expense. Any testing or inspection furnished by Owner shall not constitute acceptance of the Work tested or inspected and shall not relieve Construction Manager of his responsibility to comply with the Contract Documents. Written reports of results of testing or inspection furnished by Owner will be made available to Construction Manager upon written request.

1.04 SPECIAL TESTING AND INSPECTION

- A. In addition to testing and inspection required by the Contract Documents, Project Manager may require special testing and inspection as provided in the General Conditions. Project Manager may instruct Construction Manager to arrange for such special testing and inspection or may arrange for the special testing and inspection directly. If the Work so tested or inspected is found to be in compliance with the Contract Documents, the cost of testing or inspection shall, by appropriate change order, be charged to Owner. If the Work is found not to be in compliance, Construction Manager shall pay such costs.

1.05 NOTICE OF TESTING AND INSPECTION

- A. Construction Manager shall give Project Manager timely notice of work ready to be tested or inspected.
 - 1. Unless the testing or inspection is indicated as furnished by Owner, give Project Manager timely notice of the date and time arranged so Project Manager may observe the testing or inspection.
 - 2. If the testing or inspection is indicated as furnished as by Owner, Project Manager will arrange for testing laboratory to perform the required services.

1.06 TESTING AND INSPECTION REPORTS AND CERTIFICATES

- A. Construction Manager shall submit written reports of results of required testing or inspection, in duplicate, to Project Manager within three (3) days after completion of the testing or inspection. Reports shall clearly indicate compliance or non-compliance with specified standards and with the Contract Documents.
- B. Construction Manager shall secure required certificates of testing, inspection, or approval and promptly deliver to Project Manager.

1.07 REPLACEMENT AND CORRECTION

- A. Construction Manager shall promptly replace or correct all work found not be in compliance with the requirements of the Contract Documents and the requirements of any public authority having jurisdiction so as not to delay the Work or the Work of other vendors, suppliers, contractors or subcontractors regardless of how such failure to comply may be revealed. Replacement and correction shall be expedited as required to maintain interim Contract completion dates and the full completion date.

- B. Project Manager may require additional testing and inspection of Work previously found not to be in compliance until such Work has been properly replaced or corrected. Such additional testing and inspection shall be at Construction Manager's expense.

END OF SECTION

1.01 RELATED WORK

- A. Section 02070 - Selective Demolition: Temporary work to maintain Owner occupancy during demolition.

1.02 TEMPORARY UTILITIES

- A. Construction Manager shall provide or cause to be provided all temporary water, heating, cooling, ventilating, electricity and lighting necessary for the proper performance of the Work and the work of other contractors.
- B. Construction Manager shall provide temporary utilities as necessary for testing and inspection and to ensure suitable working conditions for those performing work on the project.
- C. Construction Manager shall provide temporary weatherproof, sanitary toilet facilities for the use of all personnel performing work on the project. Service facilities regularly and maintain a sanitary condition.
- D. Permanent water, sewer, heating and electrical utilities may be used as temporary utilities by Construction Manager and Owner will assume responsibility of payment for their use when permanently connected to the building services as intended by the Contract Documents.
- E. Construction Manager shall provide temporary telephone service to the project site and pay all costs for such service excepting costs for long distance calls if made by Project Manager.
- F. Construction Manager shall remove all temporary facilities upon completion of the Work or when no longer required.

1.03 ACCESS ROAD

- A. Construction Manager shall provide and maintain an access road capable of sustaining heavy vehicular traffic. Construction Manager shall ensure that access to the Work and the work of other contractors is provided continuously during the Contract Time.

1.04 TEMPORARY CONTROLS

- A. Construction Manager shall provide pumping, temporary drainage, water diversion, weather protection and controls as required to ensure not to delay the Work or the work of other contractors.
- B. Construction Manager shall keep the premises free from the accumulation of debris, rubbish and other waste material caused by Construction Manager, subcontractors and suppliers and remove all such material from the Project Site at least once every week. In addition, the building concrete floor when constructed shall be kept free from the accumulation of dust and dirt and shall be broom cleaned at least once every week. Should Construction Manager fail to provide cleaning as prescribed, Project Manager may arrange for the cleaning and the costs thereof shall be deducted from the Contract Sum. Should a dispute arise between Construction Manager and other contractors as to the responsibility for cleaning, Project Manager may arrange for the cleaning and the portion of the cost thereof, as Project Manager determines to be just, shall be deducted from the Contract Sum.
- C. Construction Manager shall take all precautions and provide all protection necessary to ensure that the building concrete floor will not be marked, spotted, stained or damaged in any way.

1.05 PROJECT IDENTIFICATION AND SIGNS

- A. Owner will furnish and install a Project Identification sign. No advertising of any kind shall be allowed at the Project site and no signs shall be installed except with the approval of Project Manager.

1.06 FIELD OFFICES

- A. Construction Manager shall maintain a temporary office at the Project site. Such office shall be equipped with a telephone and shall contain sufficient space and means for layout of plans. One (1) copy of all drawings, specifications, references, addenda, approved shop drawings, Change Orders and any correspondence to or from Owner shall be maintained in the office for use by Project Manager.

END OF SECTION

1.01 PRODUCTS

- A. Where acceptable manufacturers are listed in the specification sections, Construction Manager shall obtain materials and equipment in compliance with the requirements specified from one of the manufacturers listed.
- B. Components required to be supplied in quantity within a specification section shall be the same, supplied by same manufacturer and shall have uniform appearance and be interchangeable.

1.02 QUALITY OF MATERIALS AND EQUIPMENT

- A. All materials and equipment shall be new (unless otherwise specified), and of first class quality, free from any faults or defects including blemishes, dents, imperfections, rust and stains. Construction Manager shall not incorporate faulty or defective materials or equipment into the Work.

1.03 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Construction Manager shall be fully responsible for the transportation, handling, storage and protection of all materials and equipment including, but not limited to, responsibility for damage, loss, theft and pilferage, except that Owner will be responsible for transportation of Owner-furnished items as provided in Section 01005.
- B. Construction Manager shall handle and store materials and equipment in accordance with manufacturer's and supplier's recommendations and store packaged materials and equipment in original, undamaged condition with manufacturer's labels and seals intact.
- C. Construction Manager shall arrange storage to provide access for inspection and maintain stored materials and equipment in a neat and orderly condition at all times.

1.04 SUBSTITUTIONS

- A. There shall be no substitutions for the materials, equipment and manufacturers required in the General Conditions.

END OF SECTION

PART 1 GENERAL**1.01 WORK INCLUDED**

- A. Start-up of each item of equipment and system in accordance with specified procedures.

1.02 RELATED WORK

- A. Section 15060 - Pipes and Pipe Fittings.
- B. Section 15100 - Valves.
- C. Section 15300 - Fire Protection Systems.
- D. Section 15400 - Plumbing Systems.
- E. Section 15440 - Plumbing Fixtures.
- F. Section 15781 - Packaged Roof Top & Split System Heating and Cooling Units.
- G. Section 15782 - Packaged Terminal Air Conditioning Units.
- H. Section 15859 - Fans.
- I. Section 15990 - Testing, Adjusting and Balancing.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION**3.01 START-UP PROCEDURES**

- A. Bearings:
 - 1. Inspect for cleanliness and clean and remove foreign materials.
 - 2. Verify alignment.
 - 3. Replace defective bearings, and those which run rough or noisy.
 - 4. Grease as necessary, and in accordance with manufacturer's recommendations.

- B. Drives:
1. Adjust tension in V-belt drives, and adjust varipitch sheaves and drives for proper equipment speed.
 2. Adjust drives for alignment of sheaves and V-belts.
 3. Clean and remove foreign materials before starting operation.
- C. Motors:
1. Check each motor for amperage comparison to nameplate value.
 2. Correct conditions which produce excessive current flow, any which exist due to equipment malfunction.
- D. Pumps:
1. Check mechanical seals for cleanliness and adjustment before running pump.
 2. Inspect shaft sleeves for scoring.
 3. Inspect mechanical faces, chambers, and seal rings. Replace if defective.
 4. Verify that piping system is free of dirt and scale before circulating liquid through pump.
- E. Control Valves:
1. Inspect both manual and automatic control valves and clean bonnets and stems.
 2. Tighten packing glands to assure no leakage, but permit valve stems to operate without galling.
 3. Replace packing in valves to retain maximum adjustment after system is complete.
 4. Replace packing on any valve which continues to leak.
 5. Remove and repair bonnets which leak.
 6. Verify that control valve seats are free from foreign material, and are properly positioned for intended service.

- F. Tighten flanges after system has been placed in operation.
 - 1. Replace flange gaskets which show any sign of leakage after tightening.
- G. After system has been placed in operation, clean strainers, dirt pockets, orifices, valve seats and headers in fluid systems, to assure system is free of foreign materials.
- H. Open steam traps and air vents and remove operating elements.
 - 1. Clean thoroughly, replace internal parts and put back into operation.
- I. Remove rust, scale and foreign materials from equipment and renew defaced surfaces.
- J. Set and calibrate draft gages of air filters and other equipment.
- K. Inspect fan wheels for clearance and balance.
- L. Check each electrical control circuit to assure that operation complies with specifications and requirements to provide intended performance.
- M. Inspect each pressure gage and thermometer for accurate calibration.
 - 1. Replace items which are defaced, broken, or which read incorrectly.
- N. Repair damaged insulation.
- O. Vent gases trapped in any part of systems.
 - 1. Verify that liquids are drained from all parts of gas or air systems.
- P. Check piping for leaks at every joint, and at every threaded, flanged, or welded connection, using a leak detector compound.
 - 1. Promptly remake each joint and connection which appears to be faulty.

3.02 ADJUSTMENTS

- A. Provide such periodic continuing adjustment services as necessary to ensure proper functioning of mechanical systems after occupancy of the Work and for a period of one (1) year from the date of full completion of the Work.

END OF SECTION

1.01 CLEANING

- A. Prior to a final inspection and acceptance of the Work, remove all debris, rubbish, waste material, tools, construction equipment, machinery and surplus materials from the Project Site and thoroughly clean the building, including the removal of all dirt, dust, labels, marks, smears, spots, grease and stains from all floors, walls, ceilings, steel, piping, fixtures, equipment, hardware, glass, mirrors and all finish surfaces. In addition, provide any special cleaning required by the specification sections.

1.02 PROJECT RECORD DOCUMENTS

- A. During the progress of the Work maintain a set of drawings at the Project Site for preparing record drawings. Neatly record all changes in the Work and record specific locations of work shown schematically on the drawings. In addition, record the following on mechanical and electrical drawings:
1. Size, type and capacity each device or piece of equipment.
 2. Location of each device or piece of equipment.
 3. Location of each source or outlet in building service systems.
 4. Location of concealed water and electrical services, water piping, sewers, wastes, vents, ducts, conduit and other piping by indication of measured dimensions to such line from readily identifiable and accessible walls or corners of buildings.
 5. Invert elevations of sewers and top of water lines.
- B. Submit the record drawings to Project Manager for approval with the Punch List and written notice that the Work is ready for verification of substantial completion required in the General Conditions. If Project Manager or Architect determines that the drawings are incomplete or incorrect in any way, it will advise Construction Manager of the required corrections and Construction Manager shall promptly submit corrected drawings.
- C. Approved record drawings will be delivered to the Architect and they shall neatly record the information on a set of reproducible drawings. The reproducible set of record documents shall be delivered to Project Manager prior to final payment for the Work.

1.03 OPERATING AND MAINTENANCE MANUALS

- A. Prepare three (3) complete sets of manuals containing the manufacturer's instructions for operation and maintenance of each item of equipment, apparatus and operational system furnished under the Contract and any additional data specifically required in the specification sections.
- B. Manuals shall be bound with covers of durable material, arranged in the sequence of the specification sections and shall include the following:
 - 1. Neatly typewritten index.
 - 2. Complete instructions regarding operation, service and maintenance including lubrication, disassembly and reassembly.
 - 3. Complete nomenclature of all parts and part numbers of all replaceable parts.
 - 4. Complete list of sources to be contacted for service and replacement parts including names, addresses and all other pertinent data regarding procurement procedure.
 - 5. Copy of all required guarantees and warranties.
 - 6. Manufacturers' bulletins, cuts, and descriptive data clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
 - 7. Any other data required in the specification sections.
- C. The operating and maintenance manuals shall be delivered to Project Manager prior to final payment for the Work.

1.04 EQUIPMENT DEMONSTRATIONS

- A. If requested by Project Manager, give physical demonstrations and oral instructions for the operation of equipment, apparatus and operational systems furnished under the Contract. Such demonstrations and instruction shall be given to Project Manager and/or others as Project Manager may choose.

1.05 GUARANTEES AND WARRANTIES

- A. Assemble all guarantees, warranties and assignments thereof as required by the General Conditions and the specification sections. The guarantees, warranties and assignments shall be delivered to the Project Manager prior to final payment for the Work.

1.06 SPARE PARTS AND OPERATION/MAINTENANCE ITEMS

- A. All spare parts and operation/maintenance items required by the specification sections shall be delivered to the Project Manager prior to final payment for the Work.

END OF SECTION

CLEANING**Part 1 - General****1.01 DESCRIPTION**

- A. Construction Manager shall keep the site clean, unencumbered, and free from accumulation of dirt and of waste materials at all times. Construction Manager shall make all arrangements for removal and proper disposal of the dirt and/or waste materials. Construction Manager shall leave the Project Site daily in a broom-clean condition. Construction Manager shall be responsible for damages or loss resulting from failure to comply with the above.

1.02 QUALITY ASSURANCE

- A. Contractor(s) and Construction Manager shall conduct daily inspections to verify that requirement for cleanliness is being met.
- B. In addition to the standards described in this section and elsewhere in these specifications comply with pertinent requirements of governmental and local agencies having jurisdiction.

1.03 PRODUCTS

- A. Provide and use products and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

Part 2 - Execution**2.01 PROGRESS CLEANING**

- A. General
1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic, drainage or over loading the structure and providing required protection of materials.
 2. Construction Manager shall not allow accumulation of scrap debris, waste, material and other items not required for construction of the Work.
 3. Construction Manager shall remove debris from the Project Site at the end of each workday. Upon completion of the Work hereafter specified, all debris, equipment and unused materials provided for the Work shall be removed from the site and legally disposed of and the Work area(s) shall be cleaned at no additional expense to Owner.

4. Construction Manager shall maintain the site and building in a neat and orderly condition at all times.

END OF SECTION

Change Order Within the GMP Only

Contractor: _____ **Change Order No.:** _____
Contract No.: _____ **Date:** _____
Contract Title: _____

1. This change order provides full and complete settlement for any and all claims arising out of, or relating to, performance of the work referred to below and described herein as follows.
2. You are hereby directed to proceed with the work described herein as follows:

Net Change to Estimated Construction Cost, Increase/(Decrease) \$ _____

Est. Contr. Cost:	\$0.00	Total Contingency:	\$
Orig. Contingency:	\$0.00	Previous Change Orders:	\$
Add Contingency:	\$0.00	This Change Order:	\$
GMP:	\$0.00	Total Change Orders to Date:	\$
Contingency Balance:			\$

NOT VALID UNLESS SIGNED BY THE OWNER
 SIGNATURE OF THE CONTRACTOR INDICATES HIS AGREEMENT HEREWITH INCLUDING ANY ADJUSTMENTS IN THE CONTRACT SUM OR CONTRACT TIME.

Architect	Signature:	Date:
Contractor:	Signature:	Date:
INTERNAL APPROVALS	Owner: ATLANTA INDEPENDENT SCHOOL SYSTEM	
Project Manager	Signature	Date
Director of Capitol Improvement Jere Smith	Signature	Date
Executive Director of Facilities	Signature	Date

**Georgia Department of Education
Facilities Services Unit**

Certificate of the Contractor or His Duly Authorized Representative

Reimbursement Request Number _____ Project Number _____

Project Name _____

To be the best of my knowledge and belief, I certify that all items, units, quantities, and prices of work and material shown on this Reimbursement Request Number _____ are correct and that all work has been performed and materials supplied in full accordance with the terms and conditions of the contract documents between the

_____ (Owner)
and _____ dated _____
_____ (Contractor)

and all authorized changes thereto; and that the following is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the "amount due this estimate" has been received.

1. Original Contract Sum.....	\$ _____
2. Net change by Change Orders	\$ _____
3. Contract Sum to Date (1+2)	\$ _____
a. Total Amount earned for work in place (original contract)	\$ _____
b. Total amount earned for work in place (change orders)	\$ _____
c. Value of materials stored at site.....	\$ _____
d. Total amount earned (a plus b plus c).....	\$ _____
e. Amount retained (10%).....	\$ _____
f. Total earned less retained percentage (d minus e)	\$ _____
g. Total previously approved.....	\$ _____
h. Total due this request for contractor (f minus g)	\$ _____
i. Amount due this request for architect.....	\$ _____
j. Total amount request (h plus i).....	\$ _____

I further certify that all claims outstanding against the undersigned contractor for labor, materials and expendable equipment employed in the performance of said contract have been paid in full in accordance with the requirements of said contract, except such outstanding claims as are listed below or in the attached sheet, which statement contains all claims against the contractor which are not yet paid, including all disputed claims and any claims to which the contractor has or will assert any defense.

I further certify that all the materials indicated on this Reimbursement Request as being stored on the site, but not yet incorporated into the building, have been purchased, delivered and are now stored on the site for future incorporation into the building, and until so incorporated the title to same is, upon payment of this statement, vested in the Owner. Furthermore, the undersigned contractor assumes full responsibility for the existence, protection, and, if necessary, replacement of the above mentioned materials until the completion of this contract.

Contractor/Construction Mgr. _____ Date: _____

By: _____ Title: _____
(Signature)

Certificate of the Supervising Architect

I certify that I have verified this Reimbursement Request and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the contractor and that the contractor's certified statement of his account and the amount due him is correct and just and that all work and materials in this Reimbursement Request have been performed in full accordance with the terms and conditions of the contract documents and authorized changes thereto.

Name _____, Supervising Architect Date: _____