REQUEST FOR QUALIFICATIONS and PROPOSALS for
CONSTRUCTION MANAGEMENT SERVICES AT-RISK for
PINE STREET ELEMENTARY SCHOOL REPLACEMENT

INVITATION

Sealed qualifications and proposals from General Contractors for Construction Management At-Risk for the construction of the Pine Street Elementary School Replacement (the Project) will be received by the Rockdale County Board of Education no later than 3:00 PM on January 4, 2017 at the following address:

Rockdale County Public Schools (RCPS)
1062 North Street, Office of Facility Planning
Conyers, GA 30012

A mandatory pre-proposal conference will be held on December 13, 2016 at 10:00AM. The meeting will be held at the RCPS Facilities, 1062 North Street, Conyers, GA 30012 in the Conference Room.

OWNER: The Rockdale County Board of Education

ARCHITECT: Smallwood, Reynolds, Stewart, Stewart & Associates, Inc.
One Piedmont Center
3565 Piedmont Road, Suite 303
Atlanta, Georgia 30305
Phone: 404-233-5453

A. PROJECT:
The scope of work associated with this Request for Qualifications and Proposals (RFQ & RFP) is delivery of construction services for the Pine Street Elementary School Replacement, Sigman Road, Conyers, GA 30012 for the Rockdale County Board of Education (RCPS). At this time, it is anticipated that RCPS will contract with the selected firm for construction services for sitework and building construction. However, RCPS reserves the right to consider other contracting strategies at any time during this process.

Construction services will include all elements related to site and building for the construction of the Pine Street Elementary School Replacement. The facility will be approximately 110-120,000 square feet in new gross floor area. Work will include, but is not limited to, site work, concrete flatwork and foundations, structural steel, exterior and interior masonry or other materials, roofing, doors, windows,
PINE STREET ELEMENTARY SCHOOL REPLACEMENT
Construction Management Services At-Risk Proposal

hardware, finishes, specialties, cooler/freezer, kitchen equipment, plumbing, HVAC, fire protection and electrical systems.

The construction manager will prepare bid packages for the entire work. Competitive bids will be received at a public opening by the Construction Manager, Owner, and Architect for each construction package at the successful contractor’s offices.

B. PROJECT TIMELINE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFQ and RFP</td>
<td>November 23, 2016</td>
</tr>
<tr>
<td>Mandatory Pre-Proposal Conference</td>
<td>December 13, 2016 @ 10:00 am</td>
</tr>
<tr>
<td>Questions due</td>
<td>December 19, 2016 before 10:00 am</td>
</tr>
<tr>
<td>Final Addenda issued</td>
<td>December 21, 2016 by 5:00 pm</td>
</tr>
<tr>
<td>RFP and RFQ Responses due</td>
<td>January 4, 2017 @ 3:00 pm</td>
</tr>
<tr>
<td>Interviews</td>
<td>January 11, 2017</td>
</tr>
<tr>
<td>Final Selection</td>
<td>January 12, 2017</td>
</tr>
<tr>
<td>Board Approval</td>
<td>January 19, 2017</td>
</tr>
<tr>
<td>Contract Date</td>
<td>January 20, 2017</td>
</tr>
<tr>
<td>Issue Demolition /Site Work Bid Documents to CM</td>
<td>February 1, 2017</td>
</tr>
<tr>
<td>CM Issuance of Demolition/Site Work Bid Documents</td>
<td>February 10, 2017</td>
</tr>
<tr>
<td>CM Receive Demolition/Site Work Bids</td>
<td>April 1, 2017</td>
</tr>
<tr>
<td>Board Approval</td>
<td>April 20, 2017</td>
</tr>
<tr>
<td>Start Demolition/Site Work Construction</td>
<td>April 21, 2017</td>
</tr>
<tr>
<td>Issue Building Bid Documents to CM</td>
<td>May 22, 2017</td>
</tr>
<tr>
<td>CM Receive Building Bids</td>
<td>June 19, 2017</td>
</tr>
<tr>
<td>Board Approval</td>
<td>June 20, 2017</td>
</tr>
<tr>
<td>Start Building Construction</td>
<td>July 1, 2017</td>
</tr>
<tr>
<td>Substantial Completion</td>
<td>June 15, 2018</td>
</tr>
<tr>
<td>Final Completion</td>
<td>July 15, 2018</td>
</tr>
</tbody>
</table>

C. CONTRACT DOCUMENTS

The architectural and engineering contract documents for the school are in progress. The project’s Schematic Design documents are prepared by the Architect, Smallwood, Reynolds, Stewart, Stewart & Associates, Inc. The Schematic floor plans are available by contacting Jeff Miller at jmiller@srssa.com. Only firms attending the Pre-Proposal Conference will be eligible to propose.

D. SEALED COMPETITIVE PROPOSALS

This procurement is being conducted as a competitive sealed proposal in accordance with State of Georgia Code Sections 36-91-20 and 36-91-21. Proposals will be received and evaluated accordingly.
PINE STREET ELEMENTARY SCHOOL REPLACEMENT  
Construction Management Services At-Risk Proposal

E. SELECTION PROCESS and SELECTION CRITERIA

Responses to this Request will be reviewed by the RCPS selection committee, scored, and a selected number of firms with the highest scores will be invited to interview. The number of firms that will be invited is expected to be no less than three. Interviews will last for a maximum of one and one-half hours; they are tentatively scheduled for January 11, 2017.

F. EVALUATION OF PROPOSALS

The following evaluation factors and relative weights will be used to rate each proposal for qualifications. The selection committee will rate each firm according to the points listed below. The numerical value will be totaled to achieve the total rating of qualifications of each Proposal.

1. Firm History & Capability 10
2. Relevant Experience 25
3. Project Personnel 25
4. Financial Information 5
5. Project Approach 20
6. Fee Proposal 15

G. ORAL INTERVIEW / PRESENTATION

After reviewing the information submitted in the evaluation of proposals, the owner may interview up to the six highest ranked firms. All responsible offerors found by the owner to be well-qualified candidates shall be given an opportunity to participate in the oral interviews/presentations.

After each “short listed” firm’s presentation and interview, the selection committee will rate each firm to achieve the total rating according to the points listed below.

1. Methodology Presented 40
2. Committee’s Overall Impression 40
3. Fee Proposal 20

H. REQUIREMENTS FOR PROPOSALS

Proposals should be provided in the following order, with each section clearly identified:

1. Firm History and Capability
   Provide the following basic company information (please limit to two pages):
   a) Address of corporate and branch offices. State which office location would be responsible for the management of this project. Responsible office must be within a 100 mile radius of Rockdale County.
   b) Form of ownership and number of years in business (corporate and responsible branch office). Office performing the work shall have been in existence for no less than ten years.
   c) Organizational chart of the company indicating structure and depth of resources
   d) Number of employees by professional discipline and location
   e) Litigation history for the past five years
   f) Safety record and experience ratings for the past five years
2. Relevant Experience
Each Offeror shall submit three (3) public school projects of $20,000,000 - $25,000,000 construction value completed by the Contractor in the last 5 years (more recent projects will be given more consideration than older projects). Each selected project should be similar in size, budget and scope to the Pine Street Elementary School Replacement project. Projects should also be representative of team member experience. Offerors that have not completed three (3) $25,000,000 school construction projects should submit the three (3) most similar projects. For each project, the following information shall be submitted:
   a) Name of the project
   b) Telephone number, fax number and e-mail of the representative of the architect in charge of construction contract administration
   c) Name, telephone number, fax number and e-mail of the representative of the Owner
   d) Square Foot Area of the project
   e) Construction cost of the project
   f) Schedule Information including contract execution date and substantial completion
   g) Contract Delivery Method
   h) Proposed team members that participated on each project and their respective roles

Each Offeror shall also list all projects in excess of $15,000,000 that the proposer has completed in the last five years. For each project, the following information shall be submitted:
   a) Name and description of the project
   b) Telephone number, fax number and e-mail of the representative of the architect in charge of construction contract administration
   c) Name, telephone number, fax number and e-mail of the representative of the Owner
   d) Proposed team members that participated on each project and their respective roles

Each Offeror shall list all projects currently under contract, including value and size.

3. Project Personnel
   a) Organizational chart of the team with titles and roles of key team members
   b) Resumes of each key team member indicating relevant experience. At a minimum, positions should include Executive in charge, Preconstruction services manager, Construction Project Manager, Chief Estimator, and Construction Superintendent(s) (Should your company be selected as a finalist, the individuals submitted as your key team members will be expected to participate in the selection committee interviews.)
   c) Current and planned availability for each proposed team member, percentage of time each will spend on the project, and length of commitment for each.

4. Financial Information
   a) Bonding Company Information
      Provide contact information for your bonding company, a letter from the surety indicating bonding capacity, and the A.M. Best rating for the surety. Inability to bond the project will mean disqualification of respondents.
   b) Insurance
      Provide a current certificate of insurance detailing the firm’s present coverage and limits. Insurance agent shall certify that you are licensed to perform business in the State of Georgia.
The certificate of insurance should be addressed to RCPS and be dated within 30 days of the proposal date.

c) Provide last 3 fiscal years of financial statements and current Dunn & Bradstreet report. If you want your financial information to remain confidential, please mark “confidential”.

5. Project Approach
a) Preconstruction Services
   Provide a brief description of your approach to managing preconstruction services for this project.
   Your description should include the following at a minimum:
   1) Examples of successful management tools and techniques
   2) Process for budgeting and estimating costs
   3) Examples of input your team has provided on other projects during preconstruction that enhanced budget, quality and/or schedule
   4) Schedule development and adherence
   5) Process for establishing the GMP
   6) Any issues of special concern for this project

b) Construction Services
   Provide a brief description of your approach to managing construction services for this project to insure that the project will be completed on time within the prescribed budget and quality levels. Your description should include the following at a minimum:
   1) Role of home office
   2) Budget Control
   3) Quality Control
   4) Schedule Control
   5) Project Accounting
   6) Safety
   7) Change management
   8) Subcontractor procurement

c) Demonstrated Ability to meet this Project Schedule
   1) The proposers should include a detailed Project Schedule which clearly shows the steps necessary to accomplish the substantial completion on schedule. This schedule should accompany the Proposal. Substantial completion is to be achieved on or before June 15, 2018. A project schedule and completed project examples which demonstrate the Offerors’ ability to complete the project within a 15 month construction period are requested.

6. Fee Proposal
   Offerors shall submit proposed fee in a sealed envelope at the time of the submission. The lowest cost proposal will receive the highest score and the highest cost proposal the lowest score.

   The construction manager shall be compensated for the cost of the work plus a fee. The fee shall be based on the scope of work included in the schematic documents and an owner budget of $22,000,000 which includes a 5% owner contingency as well as all costs and fees associated with the construction. The proposal shall also state a not-to-exceed percentage for general conditions. General Conditions may be negotiable prior to contract execution. Note also that no Reimbursables will be allowed.
PINE STREET ELEMENTARY SCHOOL REPLACEMENT
Construction Management Services At-Risk Proposal

The Owner reserves the right to reject any and all proposals and to waive technicalities and formalities, and to award the contract in the best interest of the Owner. The Owner will evaluate each proposal, interview the short-listed firms, make a final evaluation of the evaluation factors and make a contract award decision prior to disclosing the contents of the proposals in accordance with Georgia State law. The Owner expects to execute the following attached documents with the successful offeror:

AIA Document A133, "Standard Form of Agreement Between Owner and Construction Manager as Constructor".
Exhibit A to AIA Document A133, "Guaranteed Maximum Price Amendment".

Submissions shall be submitted with 10 bound copies and one electronic copy on a CD in PDF format: Submittals must be confirmed to have been received by, no later than 3:00 P.M. on January 4, 2017 at the following address:

Rockdale County Board of Education
Facilities Department
1062 North Street
Conyers, GA 30012

J. QUESTIONS ABOUT THE REQUEST

Questions about this Request will be welcomed via E-mail through December 19, 2016 by 10:00 AM. Questions should be emailed Smallwood, Reynolds, Stewart, Stewart & Associates, Inc. to Jeff Miller at jmiller@srssa.com. Written responses to questions will be distributed via addendum by December 21, 2016, 5:00 PM. It is the responsibility of each respondent to provide a contact person who will receive any addenda and distribute them to their respective teams.

K. MANDATORY SUBMITTALS

All of the following mandatory submittals must be included in all responses to this Request. Responses that do not include these documents will be considered non-responsive and will not receive further consideration.

1. Acknowledgement of Addenda
   Responses to this Request shall include acknowledgment of receipt of addenda (if any) in their sealed proposal.

2. Non-Collusion Affidavit
   Responses to this Request must include the signed Non-Collusion Affidavit.

L. USE OF SUBMISSIONS and COMPENSATION

All qualifications and accompanying materials will become the property of RCPS and will not be returned. Neither reimbursement nor compensation will be made to Offerors for submissions.
Jeffrey D. Miller, AIA

Smallwood, Reynolds, Stewart, Stewart & Associates, Inc.
ROCKDALE COUNTY BOARD OF EDUCATION

REQUEST for
CONSTRUCTION MANAGEMENT SERVICES AT-RISK for
PINE STREET ELEMENTARY SCHOOL REPLACEMENT

ACKNOWLEDGEMENT of ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda: [Insert the number and date of each Addendum; if none, insert "None"].

___________________________________________________________________

[COMPANY NAME]

___________________________________________________________________

(NAME AND TITLE OF AUTHORIZED INDIVIDUAL)

___________________________________________________________________

[SIGNATURE]

___________________________________________________________________

[DATE]
ROCKDALE COUNTY BOARD OF EDUCATION

REQUEST for
CONSTRUCTION MANAGEMENT SERVICES AT-RISK for
PINE STREET ELEMENTARY SCHOOL REPLACEMENT

NON – COLLUSION AFFIDAVIT

COMPLIANCE WITH LAWS OF GEORGIA

The undersigned herby certifies that this proposal is in compliance with O.C.G.A. 36-91-21(e)

----------------------------------------------
[SUBMITTING COMPANY NAME]

----------------------------------------------
[AUTHORIZED INDIVIDUAL NAME AND TITLE]

----------------------------------------------
[SIGNATURE]

----------------------------------------------
[DATE]
ROCKDALE COUNTY BOARD OF EDUCATION

REQUEST for
CONSTRUCTION MANAGEMENT SERVICES AT-RISK for
PINE STREET ELEMENTARY SCHOOL REPLACEMENT

PROPOSAL FORM

DATE: February 1, 2016

TO: Richard Autry, Superintendent
    Rockdale County Board of Education
    954 North Main Street
    Conyers, GA 30012

Proposer’s name and address _______________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

State of Georgia GC License Number ________________________________

Acknowledgement of Addenda _______ thru _____________

The undersigned proposes to furnish and deliver all Construction Management At-Risk Construction Services for the scope of work associated with this Request for Qualifications and Proposals for the Pine Street Elementary School, on Sigman Road, Conyers, GA 30012 for the Rockdale County Board of Education, for a fee of ______ %
(________________________________Percent) of the Cost of the Work, and
General Conditions shall not exceed ________ %
(________________________________Percent). The total Contract Sum, including fees, shall not exceed $22,000,000.
[SUBMITTING COMPANY NAME]

_________________________________________________

[AUTHORIZED INDIVIDUAL NAME AND TITLE]

_________________________________________________

[SIGNATURE]

_________________________________________________

[DATE]                                      [CORPORATE SEAL]
ARTICLE 1
GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consists of the Agreement between Owner and Contractor (hereinafter the Agreement), these Rockdale County Board of Education General Conditions of the Contract (Revision dated 01/23/04), Supplementary and other Conditions as enumerated in the Agreement, Drawings, Specifications, addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, instructions to Bidders, sample forms, the Contractor's bid or portions of addenda relating to bidding requirements).

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-Subcontractor, or (2) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.
1.1.5 **THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and wherever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 **THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.7 **THE PROJECT MANUAL**

The Project Manual is the volume usually assembled for the Work, which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.2 **EXECUTION, CORRELATION AND INTENT**

1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents and request proper execution by the parties.

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contractor Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

**ARTICLE 2**

**OWNER**

2.1 **DEFINITION**

2.1.1 The Owner is the Rockdale County Board of Education. The term "Owner" means the Owner or the Owner's authorized representative.

2.2 **INFORMATION AND SERVICES REQUIRED OF THE OWNER**
2.2.1 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project and a legal description of the site.

2.2.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

2.2.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, up to twenty copies of Drawings and Project Manuals.

2.2.5 The foregoing is in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHTS TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise the right for the benefit of the Contractor or any other entity, except to the extent required by Subparagraph 6.1.3.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a forty-eight hour period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such forty-eight hour period give the Contractor a second written notice to correct such deficiencies within a second forty-eight hour period. If the Contractor within such second forty-eight hour period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the actual cost of correcting such deficiencies, including compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.4.2 If, in the opinion of the Architect, it is evident that the Contractor has not completed or will not be able to substantially complete the Work in accordance with the contract documents due to default, negligence, or failure on the part of the Contractor, or their subcontractors, the Owner may, at its option, without prejudice, after the expiration of the second of two forty-eight hour written notices to the Contractor, complete certain
portions of the Work as may be necessary, or augment the forces of the Contractor with additional manpower as may be required to complete the Work by the contracted completion date. In such case, an appropriate deductive Construction Change Directive shall be written, deducting from the contract price the actual costs incurred by the Owner to complete or augment the Work. Amount charged to the Contractor will be subject to the approval of the Architect. Such action, if taken by the Owner, shall not be interpreted by the Contractor as a termination of the contract as per Article 16 and the Contractor shall continue to carry out the Work or portions of the Work as may be required by the contract during this time frame.

ARTICLE 3
CONTRACTOR

3.1. DEFINITION

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2; and shall at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.2.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

3.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.3.5 The Contractor shall make daily reports of activities onsite and shall submit copies of these reports with each monthly Application for Payment. Copies of these reports should also be maintained in the contractor’s on site office, and the owner shall have right of access to these reports upon request. Each daily report shall include the following information as a minimum:

- Project name
- Contractor
- Date
- Weather/temperature
- Number of persons present for each trade working on-site
- Number of Contractor’s own forces present on-site
- Equipment present on-site
- Activity and work performed on-site
- Visitors on-site

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The possession and use of alcohol, drugs, tobacco products; possession of weapons; harassment of any kind; and discrimination of any kind are all prohibited. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTIES AND GUARANTEES

3.5.1 One-Year Warranty. In addition to the warranties and guarantees set forth elsewhere in this Contract For Construction, the Contractor, upon request by the Owner or the Professional, shall promptly correct all failures or defects in the Work for a period of one year after the actual date of Substantial Completion, or the date of acceptance by the Owner, whichever is later.

3.5.1.1 The Contractor shall schedule, coordinate and participate in a walk-through inspection of the Work one month prior to the expiration of the one-year correction period, and shall notify the Owner, the appropriate Professional(s), and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.
3.5.1.2 Should the Contractor fail to promptly correct any failure or defect, the Owner may take whatever actions it deems necessary to remedy the failure or defect and the Contractor shall promptly reimburse the Owner for any expenses or damages it incurs as a result of the Contractor’s failure to correct the failure or defect.

3.5.2 Express Warranties And Guarantees – Contractor. In addition to the warranties and guarantees set forth elsewhere herein, the Contractor expressly warrants and guarantees to the Owner:

3.5.2.1 that the Work complies with (a) the Construction Documents; and (b) all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

3.5.2.2 that all goods, products, materials, equipment and systems incorporated into the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (a) new (unless otherwise specified or permitted) and without apparent damage or defect; (b) of quality equal to or higher than that required by the Construction Documents; and (c) merchantable; and

3.5.2.3 that all management, supervision, labor and services required for the Work shall comply with this Contract For Construction and shall be and are performed in a workmanlike manner.

3.5.3 Express Warranties And Guarantees - Subcontractors And Suppliers. The Contractor shall require that all of its subcontractors and suppliers provide written warranties, guarantees and other undertakings to the Owner and the Contractor in a form identical to the warranties, guarantees and other undertakings set forth in this Contract For Construction, including the warranties, guarantees and undertakings set forth in this Article, which warranties, guarantees and undertakings shall run to the benefit of the Owner as well as the Contractor.

3.5.4 Non-Exclusivity And Survival. The warranties and guarantees set forth in this Article shall be in addition to all other warranties, express, implied or statutory, and shall survive the Owner’s payment, acceptance, inspection of or failure to inspect the Work, and review of the Construction Documents.

3.5.5 Non-Limitation. Nothing contained in Paragraph 3.5.1, shall be construed to establish a period of limitation with respect to the Contractor’s obligations under this Contract For Construction. Paragraph 3.5.1 relates only to the Contractor’s specific obligations with respect to the Work, and has no relationship to the time within which the Contractor’s contractual obligations under this Contract For Construction may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to any contractual obligations pursuant to Paragraph 3.5.1 or contained elsewhere herein.

3.5.6 Commencement Of Obligations. Unless otherwise specified, all of the Contractor’s warranty and guaranty obligations, including the time period(s) for all written warranties and guarantees of specifically designated equipment required by the Construction Documents, shall begin on the actual date of Substantial Completion or the date of acceptance by the Owner, whichever is later. Contractor will be required to follow all manufacturer’s recommendations and requirements until this acceptance date.
3.6  TAXES

3.6.1  The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely schedule to go into effect.

3.7  PERMITS, FEES AND NOTICES

3.7.1  The contractor shall secure and pay for all required governmental permits, fees, licenses, inspections, and utility costs (such as water metering devices) for the proper execution and completion of the work. The only exceptions shall be the payment of impact fees, permit fees, and development fees. Rockdale County Public Schools is exempt from payment of these particular fees on all school system construction projects.

3.7.2  The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.7.3  It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

    Unless otherwise provided, all notices shall be in writing and considered duly given if original is (1) hand delivered; or (2) sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth above. Notices hand delivered shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

3.7.4  If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.8  ALLOWANCES

3.8.1  The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents, items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

3.8.2  Unless otherwise provided in the Contract Documents:

    3.8.2.1  materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;

    3.8.2.2  allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

    3.8.2.3  Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances;
3.8.2.4 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.2 and (2) changes in Contractor's costs under Clause 3.8.2.3.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.9.2 The Superintendent shall have supervised past projects of equal size and scope and have excellent performance references from the Owners for a minimum of three projects within a period of five years maximum. Contractors who are first and second apparent low bidders shall submit their appointed superintendent and project manager and references for review by the Owner and Architect within ten (10) days from the bid date and prior to contract signing, if requested. Owner and Architect shall have the right to reject any superintendent or project manager that does not, in their opinion, have the required performance history to be in charge of this project.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall be a time-scaled, critical path method (CPM) network diagram showing critical path and float for each activity.

3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals. This schedule shall be submitted to the Architect prior to the first application for payment.

3.10.3 The Contractor shall conform to the most recently approved construction and submittal schedules.

3.10.4 The Owner shall be able to conduct classes without disruption or interference, move buses in and out on paved surfaces; and secure, heat, cool, light the building, and deliver food.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals.
including all underground utilities. These shall be available to the Architect and shall be
delivered to the Architect for submittal to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for
the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer,
supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions,
brochures, diagrams and other information furnished by the Contractor to illustrate
materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship
and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract
Documents. The purpose of their submittal is to demonstrate for those portions of the
Work for which submittals are required the way the Contractor proposes to conform to
the information given and the design concept expressed in the Contract Documents.
Review by the Architect is subject to the limitations of Subparagraph 4.2.8.

3.12.5 The Contractor shall review, approve and submit to the Architect Shop Drawings,
Product Data, Samples and similar submittals required by the Contract Documents with
reasonable promptness and in such sequence as to cause no delay in the Work or in the
activities of the Owner or of separate contractors. Submittals made by the Contractor
which are not required by the Contract Documents may be returned without action.

3.12.6 The Contractor shall perform no portion of the Work requiring submittal and review of
Shop Drawings, Product Data, Samples or similar submittals until the respective
submittal has been approved by the Architect. Such Work shall be in accordance with
approved submittals.

3.12.7 By approving and submitting Shop Drawings, Product Data, Samples and similar
submittals, the Contractor represents that the Contractor has determined and verified
materials, field measurements and field construction criteria related thereto, or will do so,
and has checked and coordinated the information contained within such submittals with
the requirements of the Work and of the Contract Documents.

3.12.8 The Contractor shall not be relieved of responsibility for deviations from requirements of
the Contract Documents by the Architect's approval of Shop Drawings, Product Data,
Samples or similar submittals unless the Contractor has specifically informed the
Architect in writing of such deviation at the time of submittal and the Architect as given
written approval to the specific deviation. The Contractor shall not be relieved of
responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar
submittals by the Architect's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop
Drawings, Product Data, Samples or similar submittals, to revisions other than those
requested by the Architect on previous submittals.

3.12.10 Informational submittals upon which the Architect is not expected to take responsible
action may be so identified in the Contract Documents.
3.12.11 When Professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.12.12 The Contractor shall provide upon the Architect's request a shop drawing or submittal for any item, component, or system being furnished under the contract.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor shall at all times keep the premises and surrounding area free from accumulation of waste materials, trash, or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, trash, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

3.17 INDEMNIFICATIONS

3.17.1 General Indemnity. To the fullest extent permitted by law the Contractor shall secure, defend, protect, hold harmless, and indemnify the Owner and the Owner’s Related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction.
(including loss of use), which may be imposed upon, incurred by or asserted against the
Owner or the Owner’s Related Parties allegedly or actually arising out of or resulting
from the Contractor’s services, including without limitation any breach of contract or
negligent act or omission (1) of the Contractor; or (2) of the Contractor’s subcontractors
or suppliers, or (3) of the agents, employees or servants of the Contractor or its
subcontractors or suppliers.

3.17.2 Intellectual Property Indemnity. To the fullest extent permitted by law, the Contractor
shall defend, protect, hold harmless, and indemnify the Owner and the Owner’s Related
Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and
expenses (including actual fees and expenses of attorneys, expert witnesses, and other
consultants), by whomsoever brought or alleged, for infringement of patent rights,
copyrights, or other intellectual property rights, except with respect to designs, processes
or products of a particular manufacturer expressly required by the Owner or Professional(s) in writing. If the Contractor has reason to believe the use of a required
design, process or product is an infringement of a patent, the Contractor shall be
responsible for such loss unless such information is promptly given to the Owner.

To the fullest extent permitted by law, the Contractor, for itself and for its
subcontractors and suppliers, and the respective agents, employees and servants
each, expressly waives any and all immunity or damage limitation provisions
available to any agent, employee or servant under any workers’ or workmen's
compensation acts, disability benefit acts or other employee benefit acts, to the
extent such statutory or case law would otherwise limit the amount recoverable
by the Owner or the Owner’s Related Parties pursuant to the indemnification
provisions contained in the paragraphs above.

(a) Contractor will defend any action or actions filed in connection with any of
said claims or liabilities and will pay all costs and expenses, including legal costs
and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Owner, its
officers, agents or employees for any such claims or liabilities arising out of or in
connection with the negligent performance of or failure to perform such work,
operations or activities of Contractor hereunder; and Contractor agrees to save
and hold the Owner, its officers, agents, and employees harmless there from;

(c) In the event the Owner, its officers, agents or employees is made a party to
any action or proceeding filed or prosecuted against Contractor for such damages
or other claims arising out of or in connection with the negligent performance of
or failure to perform the work, operation or activities of Contractor hereunder,
Contractor agrees to pay to the Owner, its officers, agents or employees, any and
all costs and expenses incurred by the Owner, its officers, agents or employees in
such action or proceeding, including but not limited to, legal costs and attorneys’
fees.

3.17.3 The obligations of the Contractor under this Paragraph 3.17 shall not extend to the
liability of the Architect, the Architect's consultants, and agents and employees of any of
them arising out of (1) the preparation of approval of maps, drawings, opinions, reports,
surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to
give directions or instructions by the Architect, the Architect's consultants, and agents
and employees of any of them provided such giving or failure to give is the primary cause
of the injury or damage.
ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3 In case of termination of employment of the Architect, the Owner shall appoint an architect against whom the Contractor makes no reasonable objection and whose status under the Contractor Documents shall be that of the former architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.2.2 The Architect shall visit the site at least once a week to inspect and familiarize himself with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on site inspections to check quality or quantity of the Work. On the basis of on-site inspections as an architect, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.2.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.2.4 Inspection Does Not Relieve Contractor. Under the Contract Documents the Contractor has assumed the responsibility of furnishing all services, labor and materials for the entire Work in accordance with such documents. No provisions of this Article nor any inspection of the Work by the Owner, representatives of the Owner, engineers employed by the Architect, representatives of the Architect, or the Architect shall in any way diminish, relieve, or alter said responsibility and undertaking of the Contractor; nor shall the omission of any of the foregoing to discover or to bring to the attention of the Contractor the existence of any Work or materials injured or done not in accordance with
said Contract Documents in any way diminish, relieve, or alter such obligation of the Contractor nor shall the aforesaid omission diminish or alter the rights or remedies of the Owner as set forth in the Contract Documents.

4.2.5 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.6 Based on the Architect's inspections and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

4.2.7 The Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2.8 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.9 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.10 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final certificate for Payment upon compliance with the requirements of the Contract Documents.
4.2.11 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.12 The Architect will be the interpreter of the requirements of the Contract Documents and the judge of the performance there under by both the Owner and Contractor.

4.2.13 The Architect will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Architect for such interpretations.

4.2.14 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the Owner and the Contractor.

4.2.15 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract items, payment of money, extension of time or other relief with respect to the items of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.2 The Contractor shall assert claims solely on the basis of (a) principles of logic and (b) principles of law to which the Contractor, itself, subscribes. It shall not protest a decision or request a conference on the ground that a Subcontractor, materialman, or supplier has protested to the Contractor. Accordingly, the Contractor shall file no claim nor shall it make a request for a conference with the Owner regarding a claim except as it shall be for the purpose of asserting in the exercise of the Contractor's best judgment such views, requests, and legal propositions as it deems the Contractor is entitled to maintain independently of any right of any Subcontractor, materialman, or supplier against the Contractor.

4.3.3 Decision of Architect. Claims, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in Paragraph 4.4. A decision by the Architect, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to litigation in the event (1) the position of Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Subparagraph 4.4.4 within thirty (30) days after the claim is made, (4) forty-five (45) days have passed after the Claim has been referred to the Architect or (5) the Claim relates to a mechanic's lien.
4.3.4 Time Limits on Claims. Claims by either party must be made within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

4.3.5 Continuing Contract Performance. Pending final resolution of a Claim unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.6 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- 4.3.6.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- 4.3.6.2 failure of the Work to comply with the requirements of the Contract Documents; or
- 4.3.6.3 terms of special warranties required by the Contract Documents.

4.3.7 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after the first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.3.8 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, a claim shall be filed in accordance with the procedure established herein.
4.3.9 CLAIMS FOR ADDITIONAL TIME

4.3.9.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice shall be given within twenty-one (21) days. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

4.3.9.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

4.3.10 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.3.7 or 4.3.8.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 The Architect will review Claims and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

4.4.2 If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

4.4.3 If a Claim has not been resolved, the party making the Claim shall, within ten (10) days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Architect, (2) modify the initial Claim or (3) notify the Architect that the initial Claim stands.

4.4.4 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven (7) days, which decision shall be final and binding on the parties but subject to litigation. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
ARTICLE 5
SUBCONTRACTORS & SUPPLIERS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Document as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to Architect to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect make reasonable objection to such change.

5.3 SUBCONTRACTOR / SUPPLIER CONTRACTS

5.3.1 The Contractor shall enter into written contracts with its subcontractors and suppliers, and those written contracts shall be consistent with this Contract For Construction. It is the intent of the Owner and the Contractor that the obligations of the Contractor’s subcontractors and suppliers inure to the benefit of the Owner and the Contractor, and that the Owner be a third-party beneficiary of the Contractor’s agreements with its subcontractors and suppliers.

5.3.1.1 The Contractor shall make available to each subcontractor and supplier, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract For Construction, including those portions of the
Construction Documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractors and suppliers.

5.3.1.2 The Contractor shall include in its written contracts with its subcontractors and suppliers a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract For Construction that are included by reference in its written contract with the Contractor, and that it will abide by those terms, conditions and requirements.

5.3.1.3 The Contractor’s written contracts with its subcontractors and suppliers shall preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Contractor’s agreements with its subcontractors and suppliers shall require that in the event of default under, or termination of, this Contract For Construction, and upon request of the Owner, the Contractor’s subcontractors and suppliers will perform services for the Owner.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

5.4.1.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

5.4.1.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 If the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted.

5.5 RESOLUTION OF TRADE DISPUTES

5.5.1 The Contractor shall promptly resolve claims, complaints, labor disputes and disputes over assignment of work tasks by and among its subcontractors and suppliers.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to
insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution of results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

6.2.5 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3 provided the separate contractor has reciprocal obligations.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from the waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Architect determines to be just.
ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGES

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without
invalidating the Contract, by Change Order, Construction Change Directive or order for a
minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere
in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and
Architect; a Construction Change Directive requires agreement by the Owner and
Architect and may or may not be agreed to by the Contractor; an order for a minor
change in the Work may be issued by the Architect alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract
Documents, and the Contractor shall proceed promptly, unless otherwise provided in the
Change Order, Construction Change Directive or order for a minor change in the Work.

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if
quantities originally contemplated are so changed in a proposed Change Order or
Construction Change Directive that application of such unit prices to quantities of Work
proposed will cause substantial inequity to the Owner or Contractor, the applicable unit
prices shall be equitably adjusted.

7.1.5 All Changes in the Work shall be executed in a timely manner.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the
Owner, Contractor and Architect, stating their agreement upon all of the following:

7.2.1.1 a change in the Work;

7.2.1.2 the amount of the adjustment in the Contract Sum, if any; and

7.2.1.3 the extent of the adjustment in the Contract Time, if any.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in
Subparagraph 7.3.3.

7.2.3 In making proposals for consideration of Change Orders, the allowance for overhead and
profit combined, included in the total cost to the Owner, shall be based upon the
following schedule:

7.2.3.1 To the Contractor for Work which he performs with his own forces not to
exceed twenty percent (20%) of his net additional cost.

7.2.3.2 To a Subcontractor for Work which he performs with his own forces not to
exceed twenty percent (20%) of his net additional cost.

7.2.3.3 To the Contractor for Work which is performed by a Subcontractor not to
exceed seven and one-half percent (7-1/2%) of the amount due the
Subcontractor.
7.2.4 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.2.5 If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

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

7.3.3.2 unit prices stated in the Contract Documents or subsequently agreed upon;

7.3.3.3 in the case of Paragraph 2.4 above, actual costs incurred by Owner.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement of disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.
ARTICLE 8
TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.1.5 The term "working day" as used in the contract documents shall mean a day when premium pay is not required.

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.4 The Owner will require that the Contractor increase his work effort to achieve a six (6) day, ten (10) hour per day work week upon the determination that the construction progress is two (2) weeks behind the construction schedule as required by the General Conditions.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

8.4 DELAYS DUE TO ADVERSE WEATHER
8.4.1 Completion time will not be extended for normal bad weather. The time for completion as stated in the Contract Documents includes due allowance for days on which Work cannot be performed out-of-doors. For the purpose of this contract, the Contractor agrees that he may expect to lose working days to weather in accordance with the following table:

<table>
<thead>
<tr>
<th>Month</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
</tr>
</thead>
<tbody>
<tr>
<td>Days</td>
<td>14</td>
<td>14</td>
<td>10</td>
<td>7</td>
<td>6</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>3</td>
<td>4</td>
<td>7</td>
<td>10</td>
</tr>
</tbody>
</table>

8.4.2 If the total accumulated number of working days lost to the weather from the start of Work until the building is enclosed exceeds the total accumulated number to be expected for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of working days lost. No extension will be made for days of bad weather occurring after the building is enclosed. Furthermore, should a project fall behind the Contractor's original construction schedule, no extensions will be given for inclement weather days beyond the scheduled dry-in date plus any additional days due Contractor during such originally scheduled period. No changes in the Contract Sum will be authorized because of adjustment of Contract Time due to weather.

ARTICLE 9  
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement, and including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a Schedule of Values properly allocated to various portions of the Work, prepared in the format shown in the project manual and supported by such data to substantiate its accuracy as the Architect may require. Upon receipt, the Architect/Engineer shall review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Architect/Engineer may require from the Contractor. The purpose of such review and examination shall be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Owner directs the Architect/Engineer to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Architect/Engineer shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values
constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. This Schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Application for payment with supporting data shall be delivered to the architect on or before the first day of the month. The form of the Application for Payment shall be DE Form 0263, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet with schedule of values, and DE Form 0264 Summary of Materials Stored Affidavit. This procedure shall be followed in order for the Architect to review the Work. Provided the Contractor meets this requirement, the Owner will strive to make payment on the first Friday following the twenty-first of the same month (each day beyond the first will delay accordingly). The Owner shall make progress payments on account of the Contract for 90% (10% will be retained) of the value of the Work properly performed, based on the Contract Sum, including Owner approved and signed Change Orders, and materials suitably stored at the site thereof, all as estimated by the Architect, less the aggregate of previous payments, until one-half (50%) of the Contract Sum is due (including all Owner approved and signed Change Orders) (per citation O.C.G.A. 13-10-80).

9.3.2 Provided that:

9.3.2.1 the Work is not behind schedule;

9.3.2.2 the Work is being performed in a satisfactory manner in compliance with the Contract as determined by the Architect; and,

9.3.2.3 there are no outstanding sworn claims on the property; (Contractor shall submit, with payment application, a sworn lien release form for each subcontractor requesting payments.)

9.3.2.4 provided the contractor has provided from his Surety Company a Consent For Reduction Of Retainage.

Further payments shall be made in the amount of 100% of the value of the Work properly performed and of materials suitably stored at the site thereof, as of the first application for payment after one-half (50%) of the contract sum has been met or exceeded.

9.3.3 If:

9.3.3.1 the Work falls behind the progress schedule by as much as 10%;

9.3.3.2 the Work is being performed in an unsatisfactory manner or is non compliant with the Contract Documents as determined by the Architect; or

9.3.3.3 there are outstanding claims on the property,

the Owner shall reinstate the 10% retainage (as allowed by O.C.G.A. 13-10-80) on all progress payments to be paid while one or more of such conditions continues to exist. The Contractor shall be given written notice by the Architect of the reinstatement of the retainage. If the Contractor's actual progress becomes more than 10% behind the Contractor's anticipated progress, the Owner may direct the withholding of payments to the Contractor in amounts equal to the percentage behind the Contractor's anticipated progress, in addition to the 10% described in all Items of Article 9.
9.3.4 If the Contractor recovers all lost time and puts the Work back on schedule and remedies all breaches referenced in Subparagraph 9.3.3, further payments shall be as described in Subparagraph 9.3.2.

9.3.5 Such applications for payment shall not include amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.6 If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably store off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.7 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven (7) days after the first of the month, provided receipt of the Contractor's Application for Payment complies with 9.3.1, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's inspection at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Architect may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the
Application, the Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect’s opinion to protect the Owner from loss because of:

9.5.1.1 Defective Work not remedied;
9.5.1.2 third party claims filed or reasonable evidence indicating probably filing of such claims;
9.5.1.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
9.5.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
9.5.1.5 damage to the Owner or another contractor;
9.5.1.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
9.5.1.7 persistent failure to carry out the Work in accordance with the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require such Subcontractor to make payments to Sub-subcontractors in similar manner (and in compliance with citation O.C.G.A. 13-10-80).

9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

9.6.4 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.
9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4. (and per citation O.C.G.A. 13-10-80).

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.6.7 There are not outstanding claims or liens on the property; (Contractor shall submit, with the pay request, a fully executed sworn lien release form for each subcontractor requesting payments.)

9.7 FAILURE OF PAYMENT

9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven (7) additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut down, delay and start-up, which shall be accomplished as provided in Article 7.

9.7.2 Interest shall accrue on amounts owed by the Owner to the Contractor which remain unpaid thirty calendar days following the date on which payment is due. Said interest shall accrue at the discounted ninety-day U.S. Treasury bill rate as established by the Weekly Auction and as reported in The Wall Street Journal on the weekday following each such Weekly Auction.

No interest shall accrue when payment is delayed because of a dispute between the Owner and the Contractor, or a dispute as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest shall apply only to that portion of a delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement. Nor shall interest accrue on retainage which is withheld to assure performance of this Contract For Construction.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use, including a Certificate of Occupancy, if applicable.

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the
Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.3.1 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

9.9.2 Immediately prior to such partial occupancy of use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and
payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing the insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims. The making of final payment shall constitute a waiver of claims by the Owner as provided in Subparagraph 4.3.6.

9.10.4 Project close-out (Final Completion) is to be obtained no later than 45 days after the date of Substantial Completion. If, in the opinion of the Owner and Architect, it is evident that the Contractor is unwilling to bring the project to a close within the allotted time frame, and upon the issuance of two, 48 hour notices as set forth in Article 2, Paragraph 2.4.1, the Owner will then complete all unfinished work and/or assign a value to any incomplete work and documentation. The final application for payment will be adjusted accordingly.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or material supplier shall constitute a waiver of claims by the payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
10.1.2 The Contractor shall comply with provisions of OSHA and the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from Work arising out of and in the course of employment on Work under the Contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their improper construction, maintenance, or operation. He shall erect and properly maintain at all times as required by the conditions and progress of the Work proper safeguards for the protection of workmen and the public and shall post danger warnings against any hazards created by the construction operations.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

10.2.1.1 employees on the Work and other persons who may be affected thereby;

10.2.1.2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

10.2.1.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.4.1 The Contractor shall notify the Architect and the Owner in writing that explosives or other hazardous materials, equipment, or unusual methods must be used in the execution of the Work, indicating precisely what, how, where, and when explosives, hazardous materials, equipment, or unusual methods will be used.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not
attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

ARTICLE 11
INSURANCE & BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in Georgia, at its sole cost and expense, in a form and content satisfactory to the Owner, during the entire term of this Agreement including any extension thereof, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

11.1.1.1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

11.1.1.2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

11.1.1.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

11.1.1.4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

11.1.1.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

11.1.1.6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
11.1.1.7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.2 The insurance required by paragraph 11.1.1 shall be written for not less than any limits of liability listed below or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.18.

11.1.2.1 The Contractor agrees that, prior to the beginning of any Work by the Contractor or any Subcontractor, as the case may be, he (the Contractor) will furnish the following to the Owner for himself, and will obtain, and retain in his files for the duration of the construction period, like certificates for each Subcontractor, a certificate from insurance company showing a policy of Worker's Compensation Insurance in an amount which fully complies with the statutory requirements of the State of Georgia and which includes $1,000,000 employer's liability or a certificate from Georgia Workmen's Compensation Board showing contractor as being an approved self-insured.

11.1.2.2 Original certificate from insurance company showing coverage for the Contractor for the following:

11.1.2.3 Commercial General Liability Insurance, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least $1,000,000/$2,000,000 bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

11.1.2.4 Personal Injury, including death - minimum limits of $1,000,000 for each person and $2,000,000 for each accident.

11.1.2.5 Property Damage, minimum limits of $1,000,000 for each accident and $2,000,000 for aggregate of operations (annual).

11.1.2.6 Business Automobile Insurance, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of $1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

11.1.2.7 Umbrella policy for $5,000,000 excess of the general, automobile, and workers' compensation.

11.1.2.8 Disposition: Certificate of insurance must be sent to Owner prior to commencement of Work. See following for endorsement required on this certificate.

11.1.2.9 The contractor’s policies will be primary, non-contributory, and Occurrence based. The insurer shall waive all rights of subrogation and contribution it may have against the Owner, its officers, employees and agents, and their respective insurers. The policy shall name Rockdale County Board of Education as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.
11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates shall contain a statement on every policy or certificate, as the case may be, that "The insurance company agrees that Policy No.____________ shall not be canceled, changed, or allowed to lapse until thirty (30) days after the Owner and the Architect have received written notice as evidenced by return receipt of registered letter." In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Owner. No work or services under this Agreement shall commence/continue until the Contractor has provided the Owner with these Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages, and said Certificates of Insurance, endorsements, or binders are approved by the Owner.

11.1.4 Sufficiency of Insurer, insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in Georgia, rated "A" or better in the most recent edition of Best’s Key Rating Guide or in the Federal Register current "Department of the Treasury Circular 570", with a financial size of VI or greater In the event the Owner determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Owner, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Owner or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Owner to the Owner within ten (10) days of receipt of notice from the Owner. Insurance certificates shall be accompanied by letter stating company's current rating for verification prior to acceptance by the Owner and execution of the formal Owner/Contractor agreement.

11.1.5 In the event the Contractor subcontracts any portion of the work in compliance with this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same polices of insurance that the Contractor is required to maintain pursuant to this Section.

11.1.6 The contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible. The Owner shall be entitled to pursue any remedy in law or equity if the Contractor fails to comply with the contractual provisions of this Agreement. Indemnity obligations specified elsewhere in this Agreement shall not be negated or reduced by virtue of any insurance carriers (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured.

11.1.7 Waivers of Subrogation. The Contractor hereby releases and discharges the owner, the Architect, the Architect’s consultants, any employees or agents of the Owner or the Architect of and from all liability to the Contractor, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment, or other property, however caused.

11.2 PROPERTY INSURANCE

11.2.1 The Contractor shall purchase and maintain property, builder’s risk, and contractor’s equipment insurance upon the entire Work at the site, to the full (100%) insurable value thereof. This insurance shall include the interest of the Owner and the Contractor in the Work and shall insure against the perils of fire, flood, earthquake, extended coverage, and
shall include all risk insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief.

11.2.2 If the property insurance requires minimum deductibles, the Contractor shall pay costs not covered because of such deductibles.

11.2.3 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval and also portions of the Work in transit.

11.2.4 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insured.

11.2.5 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.2.6 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their Subcontractors, Sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph 11.2 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the Subcontractors, Sub-subcontractors, agents and employees of any of them by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.2.7 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interests may reach. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

11.2.8 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

11.2.9 The contractor’s policies will be primary, non-contributory, and Occurrence based. The insurer shall waive all rights of subrogation and contribution it may have against the Owner, its officers, employees and agents, and their respective insurers. The policy shall name Rockdale County Board of Education as an additional insured in accordance with
standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

11.2.10 Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.2.11 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates shall contain a statement on every policy or certificate, as the case may be, that "The insurance company agrees that Policy No.______________ shall not be canceled, changed, or allowed to lapse until thirty (30) days after the Owner and the Architect have received written notice as evidenced by return receipt of registered letter." In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Owner. No work or services under this Agreement shall commence/continue until the Contractor has provided the Owner with these Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages, and said Certificates of Insurance, endorsements, or binders are approved by the Owner.

11.2.12 Sufficiency of Insurer, insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in Georgia, rated "A" or better in the most recent edition of Best’s Key Rating Guide or in the Federal Register current "Department of the Treasury Circular 570", with a financial size of VI or greater. In the event the Owner determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Owner, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Owner or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Owner to the Owner within ten (10) days of receipt of notice from the Owner. Insurance certificates shall be accompanied by letter stating company's current rating for verification prior to acceptance by the Owner and execution of the formal Owner/Contractor agreement.

11.2.13 In the event the Contractor subcontracts any portion of the work in compliance with this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same polices of insurance that the Contractor is required to maintain pursuant to this Section.

11.2.14 The contractor agrees that the provisions of this Section 11.2 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.1 Concurrently with execution of this Agreement, the Contractor shall furnish both a Performance Bond and Payment Bond, in the form provided by the Owner in the bid documents, each in the amount of 100% of the Contract Sum, as adjusted by any change order(s). The surety shall be one which is licensed and authorized to do business in the State of Georgia and is listed on the current "Department of the Treasury Circular 570"
with an underwriting limitation not less than the Contract Sum. In addition, the company furnishing bonds shall have an A.M. Best Company rating of at least a Class "A" with a financial size of VI or greater. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. Bonds shall be accompanied by letter, from the surety or its agent, stating company's current rating and stating that the company is not insolvent for verification prior to acceptance by the Owner and execution of the formal Owner/Contractor agreement. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement. The Contractor is to be familiar with and agrees to be in full compliance with the Georgia Local Government Public Works Construction law, O.C.G.A. §36-91-1, et al.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING WORK

12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Document, it must, if required in writing by the Architect, be uncovered for the Architect's observation and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Architect has not specifically requested to observe prior to its being covered, the Architect may request to see such Works and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby.

12.2.2 If within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.8.2, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contracts caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.6 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.2.7 Contractor's Reimbursement. The Contractor shall promptly reimburse the Owner for any expenses or damages incurred by the Owner as a result of (i) the Contractor's failure to substantially perform in accordance with the terms of this Contract For Construction; (ii) deficiencies or conflicts in the Construction Documents attributable to the Contractor or of which the Contractor was or should have been aware; (iii) breach of the warranties and guarantees set forth in this Contract For Construction or any other applicable warranty or guarantee; or (iv) other acts or omissions of the Contractor.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW AND LEGAL JURISDICTION
13.1.1 The Contract shall be governed by the law of the State of Georgia. This agreement is made and delivered in Rockdale County, Georgia. The Contractor and the Owner consent and agree that the Superior Court of Rockdale County, Georgia shall have jurisdiction and venue over any action between the parties listed in The Rockdale County Board of Education Standard Form of Agreement Between Owner and Contractor. In the event the parties are unable to settle any disputes, the resolution of any action shall be a bench trial.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.3.2 Written notice transmitted via facsimile (FAX) shall NOT be accepted by the owner.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.4.3 Non-Exclusivity Of Owner’s Remedies. The Owner's selection of one or more remedies for breach of this Contract For Construction contained herein shall not limit the Owner's right to invoke any other remedy available to the Owner under this Contract For Construction or by law.

13.4.4 Waiver Of Damages. The Contractor shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect consequential damages.

13.4.5 Interest. The Owner is entitled to interest on all amounts due from the Contractor that remain unpaid thirty days after the amount is deemed due, whether as a result of a resolution of a dispute or otherwise. Interest shall accrue on amounts owed by the Owner to the Contractor which remain unpaid thirty calendar days following the date on which payment is due. Said interest shall accrue at the discounted ninety-day U.S. Treasury bill rate as established by the Weekly Auction and as reported in The Wall Street Journal on the weekday following each such Weekly Auction.
13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly, and where practicable, at the normal place of testing.

13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 DRUG-FREE WORKPLACE ACT

13.6.1 The Contractor acknowledges that he is fully aware of the contents and requirements of Chapter 24 of Title 50 of the Official Code of Georgia Annotated. The Contractor, upon submission of a bid or proposal in connection with the Contract, does thereby certify that he and his Subcontractors are in compliance with the Drug-Free Workplace Act.

13.7 PUBLIC EMPLOYEE HAZARDOUS CHEMICAL AND RIGHT TO KNOW ACT OF 1988

13.7.1 The Contractor acknowledges that it is fully aware of the contents and requirements of Chapter 22 of Title 45 of the Official Code of Georgia Annotated. The Contractor by submitting a bid or proposal does thereby certify that it and its Subcontractors are in compliance with the aforesaid provisions of the law.
13.8 WEAPONS FREE SCHOOL ZONE

13.8.1 The Contractor agrees to comply fully with Georgia Law in respect to “Weapons Free School Zones”. The Contractor, by submitting a bid or proposal does thereby certify that it and its subcontractors shall be in compliance with the aforesaid provisions of the law.

13.9 ROCKDALE COUNTY BOARD OF EDUCATION POLICIES

13.9.1 The Contractor acknowledges that he will become fully aware of the Rockdale County Board of Education Policies denying the use of all tobacco products on school premises, prohibiting discrimination on the basis of race, gender, national origin, religion or disability and prohibiting sexual harassment. The Contractor, by submitting a bid or proposal does thereby certify that it and its subcontractors shall be in compliance with said policies at all times while on the property of the Owner.

ARTICLE 14

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Architect. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 16.1.1.1 hereunder.

ARTICLE 15

15.1 OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15.1.1 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;

15.1.2 In the event the Owner directs a suspension of performance under this Article 15, through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of:
   (1) demobilization and remobilization, including such costs paid to subcontractors;
   (2) preserving and protecting Work in place;
   (3) storage of materials or equipment purchased for the Project, including insurance thereon;
   (4) performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE 16
16.1 TERMINATION BY THE OWNER

16.1.1 The Owner may terminate this Contract in accordance with the following terms and conditions:

16.1.1.1 The Owner may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated for convenience, the Contractor shall be compensated as follows:

(1) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with Subparagraph (3) below;

(2) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;

(3) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 16.1.1.1 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.
(d) The total sum to be paid the Contractor under this Subparagraph 16.1.1.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16.1.1.2 If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the Project site and of all materials and equipment at the site and may complete the Work. In such case, the Contractor shall not be paid further until the Work is complete. After final completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph 16.1.1.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 16.1.1.1 and the provisions of Subparagraph 16.1.1.1 shall apply.

CAUTION: You should sign an original document which has this caution printed in red.
AGREEMENT made as of the 20th day of January in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Owner:

ROCKDALE COUNTY BOARD OF EDUCATION
954 Main Street
Conyers, Georgia 30012

and the Construction Manager:

for the following Project:

PINE STREET ELEMENTARY SCHOOL REPLACEMENT
Sigman Road
Conyers, Georgia 30012

The Architect:

SMALLWOOD, REYNOLDS, STEWART, STEWART & ASSOCIATES, INC.
3565 Piedmont Road
One Piedmont Center, Suite 303
Atlanta, Georgia 30305

The Owner’s Designated Representative:

Mr. Bruce Stuart
Rockdale County Public Schools
Office of Facility Planning
1052 North Street
Conyers, Georgia 30012

The Construction Manager’s Designated Representative:
(Name, address and other information)
The Architect's Designated Representative:

Jeffrey D. Miller, AIA
Smallwood, Reynolds, Stewart, Stewart & Associates, Inc.
3565 Piedmont Road
One Piedmont Center, Suite 303
Atlanta, Georgia 30305

The Owner and Construction Manager agree as follows.
TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 CONSTRUCTION MANAGER’S RESPONSIBILITIES
3 OWNER’S RESPONSIBILITIES
4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6 COST OF THE WORK FOR CONSTRUCTION PHASE
7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8 INSURANCE AND BONDS
9 DISPUTE RESOLUTION
10 TERMINATION OR SUSPENSION
11 MISCELLANEOUS PROVISIONS
12 SCOPE OF THE AGREEMENT

EXHIBIT A  GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1  GENERAL PROVISIONS

§ 1.1 The Contract Documents
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties
The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager’s skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions
For the Construction Phase, the general conditions of the contract shall be as set forth in Attachment A, Rockdale County School District General Conditions, which document is incorporated herein by reference. The term “Contractor” as used in Rockdale County School District General Conditions shall mean the Construction Manager.
ARTICLE 2　CONSTRUCTION MANAGER'S RESPONSIBILITIES
The Construction Manager’s Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase
§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation
The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability, availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect’s review and the Owner’s acceptance. The Construction Manager shall obtain the Architect’s approval for the portion of the Project schedule relating to the performance of the Architect’s services. The Project schedule shall coordinate and integrate the Construction Manager’s services, the Architect’s services, other Owner consultants’ services, and the Owner’s responsibilities and identify items that could affect the Project’s timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction
The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates
§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect’s review and Owner’s approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect’s review and the Owner’s approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers
The Construction Manager shall develop subcontractor interest in the Project. Subcontractors and Suppliers shall be selected and contracts let in strict accordance with the provisions of Chapter 91 of Title 36 of the Official Code of Georgia ("Act") - Public Works Construction Contracts. The Construction Manager represents and warrants to the Owner that:

1) the Construction Manager has sufficient experience with the requirements of the Act to effectively and efficiently supervise the Project;
(2) the Construction Manager will review all proposed Contract Documents, bidding materials, includingBid Notices and Bids received from potential subcontractors for compliance with the Act; and
(3) the Construction Manager will verify that all Work performed under the Contract Documents isperformed in accordance with the provisions of the Act. Construction Manager may elect toself-perform portions of the Work provided that the Construction Manager notifies the Owner andcompetitively bids the Work under the same terms and conditions as other bidders and the ConstructionManager is the lowest responsible bidder for the construction subcontract. All bids shall be made andreceived in accordance with the provisions of the Act.

§ 2.1.7 The Construction Manager shall prepare, for the Architect’s review and the Owner’s acceptance, aprocurement schedule for items that must be ordered well in advance of construction. The Construction Manager shallexpedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. Ifthe Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shallprocure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of theGuaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and theConstruction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility
The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The ConstructionManager, however, does not warrant or guarantee estimates and schedules except as may be included as part of theGuaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings andSpecifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawfulorders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner anynonconformity discovered by or made known to the Construction Manager as a request for information in such form as theArchitect may require.

§ 2.1.9 Notices and Compliance with Laws
The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, andlawful orders of public authorities applicable to its performance under this Contract, and with equal employmentopportunity programs, and other programs as may be required by governmental and quasi-governmental authorities forinclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time
§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with theArchitect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner’s review andacceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager’s estimateof the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager’s Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by theArchitect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further developmentconsistent with the Contract Documents and reasonably inferable therefrom. Such further development does notinclude such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, ifrequired, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement ofits basis, which shall include the following:

1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of theContract;
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of theGuaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement theinformation provided by the Owner and contained in the Drawings and Specifications;
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Costof the Work organized by trade categories or systems, allowances, contingency, and the ConstructionManager’s Fee;
4. The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Priceis based; and
5. A date by which the Owner must accept the Guaranteed Maximum Price.
§ 2.2.4 In preparing the Construction Manager’s Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Owner’s exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. All costs paid for using this contingency shall be itemized and approved by Owner in advance of Work being performed.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon specifications and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 Deleted.

§ 2.3 Construction Phase
§ 2.3.1 General
§ 2.3.1.1 The date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal or the Owner’s issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration
§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids, in accordance with §2.1.6, from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Contract Manager has reasonable objection. The Construction Manager will be the contractor and builder on this Project, will coordinate the work and will be responsible for delivery of the completed Project on schedule and of specified quality. The Construction Manager will sign and hold the contracts with the various subcontractors and suppliers and be responsible to the Owner for the resultant work. This Agreement is entered into for the benefit of the Contract Manager and is not intended to create an interest, right or benefit in any third party, including but not limited to Subcontractors and suppliers.

§ 2.3.2.2 Deleted.

§ 2.3.2.3 Deleted.

§ 2.3.2.4 Deleted.
§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of the General Conditions.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Deleted.

§ 2.5 Hazardous Materials

Section 10.2 of the General Conditions shall apply to the Construction Phase.

ARTICLE 3 OWNER’S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Deleted.

§ 3.1.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. The Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services. Except to the extent the Construction Manager knows, or with reasonable care and diligence should know, of any inaccuracy, the Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable,
grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are reasonably requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services.

§ 3.2 Owner’s Designated Representative
The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner’s representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. The Owner’s Representative (Architect) shall administer the Contract as described in General Conditions Section 4.2.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 3.3 Architect
The Owner shall retain an Architect to provide services, duties, and responsibilities as described in RCPS Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement.

§ 3.3.1 Legal Requirements
The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 5.1 For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager’s Fee.

§ 5.1.1 The Construction Manager’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

( ) percent (%) of the final Cost of the Work to be converted to a Lump Sum Fee mutually agreed to by the Owner and the CM.

§ 5.1.2 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

§ 5.1.3 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed the prevailing rate at the place of the Project.

§ 5.1.5 Unit prices, if any:
§ 5.2 Guaranteed Maximum Price
§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Paragraph deleted)

To the extent the cost of the Work is less than the Guaranteed Maximum Price, the Construction Manager shall not be entitled to the difference or any portion thereof.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work
§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of the General Conditions. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3 of the General Conditions.

§ 5.3.3 Deleted.

§ 5.3.4 Deleted.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6  COST OF THE WORK FOR CONSTRUCTION PHASE
§ 6.1 Costs to Be Reimbursed
§ 6.1.1 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 the standard paid at the place of the Project except with prior written consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7. General Conditions as agreed to by the Owner and Construction Manager shall be ($__________) paid at a monthly rate based on the percentage of work completed.

§ 6.1.2 Where any cost is subject to the Owner’s prior written approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs
§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior written approval, at off-site workshops.
§ 6.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site with the Owner’s prior written approval.

§ 6.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for payroll taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner’s prior written approval.

§ 6.3 Subcontract Costs
Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts. When the Owner has approved the award of any such subcontract, the Construction Manager shall contract in its own name and behalf, and not in the name or on behalf of the Owner, with the specified Subcontractor.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager owned equipment and quantities of equipment shall be subject to the Owner’s prior written approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Deleted.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner’s prior written approval.
§ 6.6 Miscellaneous Costs
§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner’s prior approval.

§ 6.6.2 Deleted.

§ 6.6.3 Deleted.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents shall be the responsibility of the Owner, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5 of the General Conditions or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Deleted.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner’s prior written approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager’s negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Deleted.

§ 6.6.9 Subject to the Owner’s prior written approval, expenses incurred in accordance with the Construction Manager’s standard written personnel policy for relocation and temporary living allowances of the Construction Manager’s personnel required for the Work.

§ 6.7 Other Costs and Emergencies
§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.3 of the General Conditions.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of the General Conditions or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed
§ 6.8.1 The Cost of the Work shall not include the items listed below:
.1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
.2 Expenses of the Construction Manager’s principal office and offices other than the site office;
.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
.4 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
.8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds
§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions
§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records
The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
§ 7.1 Progress Payments
§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:


Twenty-fifth (25th) of the month.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the First (1st) day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 1st Friday after the Fifteenth (15th) day of the month. If an Application for Payment is received by the Architect after the
application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager’s Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager’s Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager’s Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.2 of the General Conditions;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Construction Manager’s Fee, less retainage of Ten percent (10%). The Construction Manager’s Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of Ten percent (10%) from that portion of the Work that the Construction Manager self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation;

.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions; and

.8 Upon reaching one half (50%) of the Contract Sum, follow Rockdale County School District General Conditions 9.3

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.
§ 7.1.10 In taking action on the Construction Manager’s Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment
§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

  1. the Construction Manager has fully performed the Contract except for the Construction Manager’s responsibility to correct Work as provided in Section 12.2 of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment;
  2. the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
  3. a final Certificate for Payment has been approved by the Owner and issued by the Architect.

The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 7.2.2 The Owner’s auditors will review and report in writing on the Construction Manager’s final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner’s auditors report to be substantiated by the Construction Manager’s final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner’s auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Section 9.5 of General Conditions. The time periods stated in this Section supersede those stated in Section 9.4 of the General Conditions. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 7.2.3 If the Owner’s auditors report the Cost of the Work as substantiated by the Construction Manager’s final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner’s request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager’s Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS
For all phases of the Project, the Construction Manager shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of the General Conditions.
ARTICLE 9  DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in Article 4 and Article 9 of the Rockdale County School District General Conditions.

§ 9.2 For any Claim not resolved pursuant to Article 4 and Article 9 of the Rockdale County School District General Conditions, the method of binding dispute resolution shall be as follows:
(Choc the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[    ] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

[    ] Litigation in a court of competent jurisdiction

[    ] Other:

§ 9.3 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Rockdale County School District General Conditions, Articles 4.3.3 and 4.4, arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

ARTICLE 10  TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14 of the General Conditions.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.
The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price
Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 and Article 16 of the General Conditions.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Article 16 of the General Conditions shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Article 14 of the General Conditions shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager’s Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension
The Work may be suspended by the Owner as provided in Article 15 of the General Conditions.

ARTICLE 11 MISCELLANEOUS PROVISIONS
§ 11.1 Terms in this Agreement shall have the same meaning as those in the General Conditions.

§ 11.2 Ownership and Use of Documents
Deleted.

§ 11.3 Governing Law
Article 13 of the General Conditions shall apply to the Construction Phase.

§ 11.4 Assignment
The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement. Except as provided in Article 13 of Rockdale County School District General Conditions, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
§ 11.5 Other provisions:

§ 11.5.1 The Construction Manager acknowledges that it is fully aware of the contents and requirements of Code Sections 13-10-90 and 13-10-91 of Chapter 10 of Title 13 of the Official Code of Georgia Annotated. The Construction Manager by submitting a bid or proposal does thereby certify that it and its Subcontractors are in compliance with the aforesaid provisions of the law.

§ 11.5.2 Non-Discrimination
The parties hereto, for themselves and their successors and assigns, and for their subcontractors, do hereby covenant and agree that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the grounds of race, color, age, sex, handicap, or national origin; and that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap or national origin.

§ 11.5.3 Compliance with Laws
Construction Manager shall conduct its business under the terms of this Contract in such a manner that it does not violate Federal, State or local laws or regulations applicable to the conduct of its operations under the terms of this Contract.

§ 11.5.4 Interpretation of Law
This Contract shall be deemed to have been made in the State of Georgia and shall be construed and interpreted in accordance with the laws of the State of Georgia.

§ 11.5.5 Choice of Law
The parties hereby agree that any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Contract may be brought against any of the parties in the Superior Court of Rockdale County, State of Georgia.

§ 11.5.6 Governmental Immunity
Nothing contained herein shall be construed to constitute a waiver of any immunity, defenses or limitations of liability provided by Georgia law.

§ 11.5.7 Bargaining
The Owner and the Construction Manager have had the opportunity to seek independent legal counsel before entering into this Contract. Both the Owner and the Construction Manager have participated fully in the preparation of this Contract and the language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

§ 11.5.8 Buy-out Savings
All buy-out savings will revert back to the Owner.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

1. AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
3. Deleted.
4. Deleted.
5. Other documents:
This Agreement is entered into as of the day and year first written above.

ROCKDALE COUNTY BOARD OF EDUCATION

**OWNER** (Signature)

Richard Autry, Superintendent

(Printed name and title)

**CONSTRUCTION MANAGER** (Signature)

(Printed name and title)

(Signature)

Jim McBrayer, Board Chairperson
Guaranteed Maximum Price Amendment

for the following PROJECT:

PINE STREET ELEMENTARY SCHOOL REPLACEMENT
Signs Road
Conyers, Georgia 30012

THE OWNER:

ROCKDALE COUNTY BOARD OF EDUCATION
954 Main Street
Conyers, Georgia 30012

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

ARTICLE A.1
§ A.1.1 Guaranteed Maximum Price
Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($ ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager’s Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. AIA Document A201™—2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.
§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Conditions</td>
<td>Rockdale County School District General</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Conditions</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

ARTICLE A.2
§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

OWNER (Signature)  
Richard Autry, Superintendent
(Printed name and title)

CONSTRUCTION MANAGER (Signature)  
Jim McBrayer, Board Chairperson
(Printed name and title)