



# **City of Chamblee**

## **Public Works Office Renovation**

### **Request for Proposals**

**RFP 2025 - 001PW**

To Provide

**CONSTRUCTION MANAGEMENT SERVICE**

**March 04, 2025**



10641 Highway 36, Covington, Georgia 30014  
www.sunbeltbuilders.com | 800.634.1609 | 770.786.3031

**BETTER BY DESIGN**



10641 HIGHWAY 36  
COVINGTON, GA 30014

t 770.786.3031  
f 770.786.3046

March 4, 2025

City of Chamblee  
Public Works Department  
Attn: Todd Hill  
3518 Broad Street

Sunbelt Builders is pleased to submit our proposal to provide Construction Management Services to the City of Chamblee in support of the Public Works Office Renovation.

Leadership and the responsibilities associated with that trust. We are committed to maintaining clear lines of communication and to putting our best effort into every detail of your project.

management process. We will work closely with the City of Chamblee to manage and resolve any issues to stay on schedule and on budget.

Thank you for the opportunity and if we can provide any additional information, please let me know. We look forward to hearing from you.

Respectfully,

A handwritten signature in blue ink, appearing to read "S. Kapp", is written over the typed name.

Steven C. Kapp  
President

## Firm Information

### **Sunbelt Builders, Inc.**

10641 Highway 36  
Covington, Georgia 30014  
770-786-3031 phone  
770-786-3046 fax  
06-146-2131 D-U-N-S  
www.sunbeltbuilders.com

***Sunbelt Builders, Inc.** was incorporated in Georgia on April 29, 1982. The company operated as Sunbelt Storage Systems, Inc. until 1988 when the name was changed to Sunbelt Builders. Sunbelt Builders, Inc. is a family run business that has been serving the Atlanta metropolitan area for the past 42 years. Sam B. Hay Jr. founded the company on the cornerstone of delivering a quality product with honesty and customer satisfaction as the most important part of the construction process.*

*Today, Sunbelt Builders continues to build on customer satisfaction as one of the metro area's most valued General Contractors. Now under second-generation leadership of Steve Kapp, Sunbelt has continued to grow and serve new and repeat clients with the same founding principles.*

*The Sunbelt team will manage the Pre-Construction Phase of **Chamblee Public Works Office Renovations** from our corporate office with its sole office located in Covington, Georgia. A project office will be established on site for the Construction Phase. The project will be staffed with a full-time Project Superintendent who will be available to you during the entire construction process. The onsite office will be supported by the Sunbelt Builders corporate office located in Covington.*

*Sunbelt Builders has completed numerous projects for a variety of public entities throughout our 42 year history. This list includes many Fire Stations, Public Safety facilities, and other county buildings within the past decade as well as other community based programs like the YMCA and FFA. Some of our*

*recent projects include the completion of the Hall County Fire Station #17, and Barrow County Fire Station #3. Additionally, we have completed Jackson County Senior Center Addition / Renovation and Newton County Spring Hill Park.*

*The Sunbelt Builders organization is confident in our ability and commitment to provide City of Chamblee with the highest levels of quality workmanship and customer service. Our varied and extensive experience combined with our high standards of professionalism makes Sunbelt the perfect choice for meeting your construction need*

## Primary Contact



### **Michael B. McCrorey Jr.**

Vice President  
404-644-2939 mobile  
mmccrorey@sunbeltbuilders.com

*Mike McCrorey, Project Manager & Project Director is the leader of our team and will be the principal point of contact between Sunbelt Builders, and Jericho Design Group and the City of Chamblee. He will be responsible for the efforts of our Pre-Construction and our Construction departments through the planning, constructing, commissioning close-out and warranty phases of your Project, providing oversight and support with full decision making authority. His mission is to ensure that the needs and requirements of City of Chamblee are being met at all times.*



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*Sunbelt Builders has a highly qualified staff of sixteen employees operating from a central office, located in Covington, Georgia, including seven Superintendents, two Project Managers, one Estimator, one CAD designer, one Safety Director and two Administrative staff that work closely with Mike.*

**Philosophy**

*Sunbelt Builders' success as a Design-Build firm lends itself well to the CM at Risk delivery method. Our seasoned team of professionals is well acquainted with the close working relationships required during the pre-construction phase. Communication between Chamblee, Jericho, and Sunbelt Builders is vital to the success of your project and is paramount to issue resolution. Fluid communication is the best defense against issues arising in the first place. Sunbelt Builders ensures clear, consistent and well documented communication is provided in a timely manner to all team members.*







**ATTACHMENT C - Acknowledgement of Addendum Form**

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

Addendum No.	<u>A</u>	dated	<u>February 21, 2025</u>	Acknowledgement	<u>SK</u> Initial
Addendum No.	<u>          </u>	dated	<u>                                </u>	Acknowledgement	<u>                                </u> Initial
Addendum No.	<u>          </u>	dated	<u>                                </u>	Acknowledgement	<u>                                </u> Initial
Addendum No.	<u>          </u>	dated	<u>                                </u>	Acknowledgement	<u>                                </u> Initial

**Offerors must acknowledge any issued addenda. Submittals which fail to acknowledge the offeror's receipt of any addendum would result in the rejection of the submittal if the addendum contained information which substantively changes the Owner's requirements.**

## ORGANIZATIONAL CHART



## SUPPORT STAFF



*RFP 2025-001PW - City of Chamblee Public Works Office Renovation*



**Steven C. Kapp**  
**Sunbelt Builders, Inc.**  
President

Steve joined the Sunbelt Builders team in 1999 and has served as president since 2005. Sunbelt Builders is a Design / Build Construction Company located in Covington, Georgia founded in 1982 by Sam B. Hay, Jr. Under Steve's leadership Sunbelt now builds in multiple disciplines ranging from medical facilities to heavy industrial.

**RELATIVE EXPERIENCE**

**Hall County Fire  
Station #17**

*Buford, Georgia*

**Barrow County Sheriff's  
Admin Anex LV Upgrades**

*Winder, Georgia*

**Barrow County Fire  
Station #3**

*Bethlehem, Georgia*

**Walton County Fire  
Station #7 Replacement**

*Good Hope, Georgia*

**Barrow County Fire  
Station #6 Reno. & Add.**

*Winder, Georgia*

**Newton County Fire  
Station #4**

*Covington, Georgia*

**Hall County Fire  
Station #1**  
*Gainesville, Georgia*

**City of Winder Fire  
Station #2**  
*Winder, Georgia*

Steve grew up in Alpharetta, Georgia and is a graduate of Oxford College and Emory University. He currently serves on the Oxford College Board of Counselors, and recently he and the Sunbelt team constructed the first organic farm facility for Oxford College. This fulfilled the College's 10-year plan for a community supported agriculture program for faculty, students and Newton County citizens.

*As President and Owner, Steve will have ultimate responsibility for his entire Sunbelt team. His responsibilities will also include:*

- To ensure excellence in relations with City of Chamblee and the entire project team*
- Set the culture for a professional delivery of your project on a timely manner*
- Direct oversight of all facets of your project, as needed*

**EDUCATION:**

Emory University, B.A.  
Atlanta, Georgia

Jack Miller Construction Seminars  
Design/ Build Consulting Group  
Southern Polytechnic Group

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## Michael B. McCrorey

**Sunbelt Builders, Inc.**  
Vice President / Project Executive

Mike brings over 30 years of experience in construction to your project team. During his career, his responsibilities have included Design Team Leader, Estimating and Project Manager. Mike Joined the Sunbelt Team in 2001. Today, as Sunbelt's Vice President, he leads our Pre-Construction Team providing pre-planning, design reviews, cost analysis, final pricing and subcontractor selection. Mike's talent in analyzing complex projects, then leading the team through the development and construction process with success has proven invaluable to Owners on many projects while with Sunbelt.

### RELATIVE EXPERIENCE

#### **Hall County Fire**

##### **Station #17**

*Buford, Georgia*

#### **Barrow County Sheriff's Admin Annex LV Upgrades**

*Winder, Georgia*

#### **Barrow County Fire Station #3**

*Bethlehem, Georgia*

#### **Walton County Fire Station #7 Replacement**

*Good Hope, Georgia*

#### **Barrow County Fire Station #6 Reno. & Add.**

*Winder, Georgia*

#### **Newton County Fire Station #4**

*Covington, Georgia*

#### **Hall County Fire Station #1**

*Gainesville, Georgia*

#### **City of Winder Fire Station #2**

*Winder, Georgia*

*As Project Executive, Mike will have full responsibility for the entire project team. Mike will ensure proper coordination and communication among all project team members. His responsibilities will also include*

- Pre-Development planning
- Ensure a smooth transition from Pre-Construction to Construction
- Provide insight into Construction staffing needs to ensure adequate workforce to properly staff and manage your project
- To ensure excellence in relations with City of Chamblee and the entire project team

### EDUCATION:

Radford University  
Radford, Virginia

Pulaski County High School  
Dublin, Virginia

Electrical / Mechanical Technologies  
John Maxwell - Leadership Training  
Jack Miller Construction Seminars

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**Ryan B. Lewis**  
**Sunbelt Builders, Inc.**  
Project Manager

As Project Manager and Estimator Ryan has worked on multiple Design Build and Hard Bid projects since joining the Sunbelt team in 2017. These projects have demanded his ability to coordinate many subcontractors and labor forces at one time. Ryan always works to provide excellent customer service throughout the pre-construction and construction process.

**PROJECT EXPERIENCE:**

**Camp John Hope Secure Entry Checkpoint**

*Fort Valley, Georgia*

**FFA / FCCLA Secure Entry Checkpoint**

*Covington, Georgia*

**Hall County Fire Station #1**

*Gainesville, Georgia*

**Newton County Senior Services Renovations & Additions**

*Covington, Georgia*

**Newton County Recreation Department Office Renovations**

*Covington, Georgia*

**Rockdale County Fire Station #2**

*Conyers, Georgia*

**Rockdale County Fire Station #3**

*Conyers, Georgia*

*As Project Manager, Ryan will coordinate and manage the construction team to ensure the successful execution of your project. His responsibilities will also include:*

- *Management of all Construction Development activities including design team assistance*
- *Subcontractor and supplier solicitation and final selection*
- *Maintaining quality relationships with subcontractors and suppliers*
- *Work collaboratively with the Construction Team to organize the project prior to the start of construction*
- *To attend all project meetings to ascertain original project goals and objectives are met*

**EDUCATION:**

The University of Tennessee  
Knoxville, Tennessee

OSHA 10 Hour

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**Daniel Richter**

**Sunbelt Builders, Inc.**  
Superintendent

Dan brings over 35 years of construction experience to the project team. Dan began his career in construction working in the residential sector for his father as a carpenter. From there he moved into commercial construction as a trim carpenter and worked his way up to Project Superintendent. A position he has held for over 15 years. Dan joined the Sunbelt team in 2019. Dan's attention to detail, organizational skills and intimate knowledge of the plans and specifications will ensure the success of your project.

**PROJECT EXPERIENCE**

**Fairview Elementary &  
Performing Arts Reno.**  
Ellenwood, Georgia

**Rockdale County  
Auditorium Renovations**  
Covington, Georgia

**Rockdale County Animal  
Control Shelter Expansion**  
Covington, Georgia

**Pro-Cutters**  
Conyers, Georgia

**Lendmark Financial –  
Interior Renovations**  
Covington, Georgia

**Pine Log Park – Tennis  
Court Renovations**  
Conyers, Georgia

**Eastridge Community  
Church – Atrium Addition**  
Covington, Georgia

*As Construction Superintendent, Dan will work directly with the Project Manager to ensure daily success of your project. His responsibilities will also include:*

- On project site, full time, during construction operations
- Supervise, direct, coordinate, and be responsible for all work by all trades at the site
- Monitor and enforce the project schedule on a daily basis
- Continually review and maintain quality control, monitoring all drawing and specification compliance by all trades
- Conduct and document weekly safety "tool box meetings" with subcontractors
- At the direction of Steve Kapp, Dan has the authority to remove anyone from the site for not following all safety requirements

**EDUCATION:**

Colquitt County High School  
Moultrie, Georgia

Drafting & Design Courses  
Moultrie Technical College

OSHA – 20 Hour Class

GSWCC Level 1A

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## Mike Collins

**Sunbelt Builders, Inc.**  
Director of Safety

Mike has over 40 years in the construction and engineering field. This knowledge and experience coupled with his management skills has made him a valuable part of the Sunbelt Management team. As Sunbelt's Director of Safety for the past 20 years, Mike has worked closely with our Superintendents and Office personnel to ensure over company safety as well as job site specific safety compliance.

### RELATIVE EXPERIENCE

#### **Hall County Fire**

##### **Station #17**

*Buford, Georgia*

#### **Barrow County Sheriff's**

##### **Admin Anex LV Upgrades**

*Winder, Georgia*

#### **Barrow County Fire**

##### **Station #3**

*Bethlehem, Georgia*

#### **Walton County Fire**

##### **Station #7 Replacement**

*Good Hope, Georgia*

#### **Barrow County Fire**

##### **Station #6 Reno. & Add.**

*Winder, Georgia*

#### **Newton County Fire**

##### **Station #4**

*Covington, Georgia*

#### **Hall County Fire**

##### **Station #1**

*Gainesville, Georgia*

#### **City of Winder Fire**

##### **Station #2**

*Winder, Georgia*

*As Director of Safety, Mike responsibilities will include:*

- *Develops and maintains the Safety Program in compliance with all relevant regulations*
- *Conducts all jobsite inspections for compliance*
- *Holds toolbox safety meetings*
- *Ensures Superintendent's safety training is current*

### EDUCATION:

Southern Technical Institute  
Architectural Engineering  
Marietta, Georgia

Rockdale County High School  
Conyers, Georgia

## Newton Co. Senior Services - Phase 2

6183 Turner Lake Road  
Covington, Georgia



**Owner:**

Newton County Board of Commissioners  
1124 Clark Street  
Covington, GA 30014  
Marcello Banes, Chairman Ph: 678-625-1201

**Project Executive:** Mike McCrorey  
**Project Manager:** Ryan Lewis  
**Project Estimator:** Garnett Long  
**Superintendent:** Jeff Nelson

**Civil:**  
**Georgia Civil - Jason Brown**  
Ph: 706-342-1104

**Architect / Structural:**  
**Beta Design Group - Mike Shackley**  
Ph: 770-491-9250

**Mechanical :**  
**Total Engineers - Krunal Patel**  
Ph: 478-741-4632

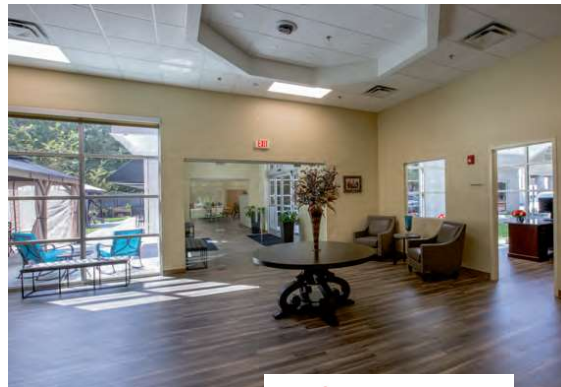
**Electrical**  
**Electrical Design Consultants- Jeff McGee**  
Ph: 478-781-1833

*Phase 2 additon to the existing Senior Services Center including a Connector Vestibule with sliding glass doors, 2 Activity Rooms, Office, Games Area, Restrooms and Storage Areas.*

*Sunbelt Builders performed **Design Build** services that included all general construction, electrical, plumbing and mechanical installation.*

Total Cost: \$ 1,270,722.00

Construction Duration: 1/2023 - 7/2023



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## Walton Co. - Courtroom Addition & Renovation

303 South Hammond Drive  
Monroe, Georgia



**Owner:**

Walton County Board of Commissioners  
111 S. Broad Street  
Monroe, GA 30655  
HankShirley, Director Facilities Ph: 770-267-1401

**Project Executive:** Mike McCrorey  
**Project Manager:** Alex Flores  
**Project Estimator:** Garnett Long  
**Superintendent:** Wade Griffeth

**Architect / Structural:**  
**Beta Design Group - Mike Shackley**  
Ph: 770-491-9250

**Mechanical :**  
**Total Engineers - Krunal Patel**  
Ph: 478-741-4632

**Electrical**  
**Electrical Design Consultants - Jeff McGee**  
Ph: 478-781-1833

*Renovations and expansion of the existing Courtroom with new holding cell, New Jury Room, larger spectator area. Work included new finishes, low voltage and rework of existing mechanical systems. The project was completed inside of an occupied, working courthouse with minimal disruption.*

*Sunbelt Builders performed **Design Build** services that included all general construction, electrical, plumbing and mechanical installation.*

Total Cost: \$ 679,043.00  
Construction Duration: 6/2022 - 10/2022



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## Campbells Equipment

3118 Jodeco Road  
McDonough, Georgia



**Owner:** Campbells Equipment  
810 Morrow Road  
Alpharetta, GA 30009  
Owner Rep: Andrew Echols  
Ph: 678-297-6200

**Architect:** Dennis L. Norton  
1121 Liberty Lane  
Bogart, Georgia 30622  
Ph: 678-462-5253

The original Pre-Engineered Metal building was stripped back to the original structure except for the original brick on the front facade. New roof and wall sheeting, new storefront, parapet wall added and canopy completed the front elevation. Interior included relocation of restrooms, new walls, ceilings, polished concrete floors, painting, mechanical systems and electrical.

Contract Total: \$ 586,301.00

Construction Duration: January 2021 - May 2021

### **Project Team:**

Project Executive: Steve Kapp

Project Manager: Ryan Lewis

Project Estimator: Garnett Long

Site Superintendent: Karl Baldwin



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## **Experience**

**Sunbelt Builders' project experience in the last 5 years with other Municipal Projects:**

**West Jackson Fire Station # 2**  
Braselton, GA 30517

**Newton Co - Rec. Admin Office Renovations**  
Covington, GA 30014

**Hall Co - Fire Station #1 & Warehouse**  
Gainesville, GA 30508

**Newton Co. - FFA FCCLA Security Entrance**  
Covington, GA 30014

**Rockdale Co - Animal Shelter Expansion**  
Conyers, GA 30012

**Newton Co. - Fire Station #4**  
Covington, GA 30014

**Rockdale Co. - Auditorium Renovations**  
Conyers, GA 30012

**Newton Co. Washington St. Community Center**  
Covington, GA 30014

**Newton Co. RL Cousins Alumni Center**  
Covington, GA 30014

**Admin Bldg - Emergency Power System Retrofit**  
Covington, GA 30014

**Walton Co. - Courtroom Renovations**  
Monroe, GA 30655

**Barrow Co. Storm Water Admin Building**  
Winder, GA 30680

**Newton Co. - Probate Courtroom Reno & Expan.**  
Covington, GA 30014

**Newton Co. - Turner Lake Restroom Renovations**  
Covington, GA 30014

**Newton Co. - Senior Services Phase 2**  
Covington, GA 30014

**Walton Co. Fire Station #7 Replacement**  
Good Hope, GA 30641

**Barrow Co. Fire St. # 6 - Reno. & Additions**  
Winder, GA 30680

**Barrow Co. Fire Station #3**  
Bethlehem, GA 30620

**Barrow Co. Sheriff's Admin Annex Low Voltage**  
Winder, GA 30680

**Newton Co. - Stone Road Concession Stand**  
Covington, GA 30014

**Hall Co Fire Station #17 & Warehouse**  
Buford, GA 30518

**Spring Hill Neighborhood Park**  
Covington, GA 30014

**Jackson Co - Senior Center Reno / Addition**  
Jefferson, GA 30549

**Jackson Co - Animal Shelter Reno / Addition**  
Jefferson, GA 30549

### **Current Projects:**

**Newton Co - Senior Enrichment Center**  
Covington, GA 30014

**Newton Co - Admin Bldg Reno & Storage Bldg**  
Covington, GA 30014

**RL Cousins Community Center**  
Covington, GA 30014

**Newton Co Historic Jail Renovations**  
Covington, GA 30014

**Habersham Co Animal Control**  
Cornelia, GA 30531

**Jackson Co Airport Terminal**  
Jefferson, GA 30549

**Covington / Newton Co. 911 Center**  
Covington, GA 30014

**Nelson Heights Community Center**  
Covington, GA 30014

**Barrow Co Maintenance Building**  
Winder, GA 30680



City of Chamblee  
RFP: 2025-001PW  
Public Works Office Renovations  
Construction Management Services

## ATTACHMENT D – REFERENCE SURVEY FORM

Offeror: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Offeror's scope included: \_\_\_\_\_ Pre-Construction / Assessment

\_\_\_\_\_ Construction – Post Construction

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

	Disagree					Agree
<b>Completed work on time:</b>	1	2	3	4	5	N/A
Construction						
<b>Completed work within budget:</b>	1	2	3	4	5	N/A
Construction						
<b>Provided timely and accurate information:</b>	1	2	3	4	5	N/A
Construction						
<b>Worked well with Owner's staff:</b>	1	2	3	4	5	N/A
Construction						
<b>Exercised project safety:</b>	1	2	3	4	5	N/A
Construction						
<b>Provided quality workmanship:</b>	1	2	3	4	5	N/A
Construction						
<b>Would use firm again:</b>	1	2	3	4	5	N/A
Construction						

Completed by: Name: Freda Reed  
Entity: Newton County Senior Services  
Address: 6123 Turner Lake Road  
Covington, GA 30016  
Telephone: 770-787-0038  
Fax: P

Signature: Freda K. Reed Date: 2/25/25  
Thank you for your assistance.





## ATTACHMENT D – REFERENCE SURVEY FORM

Offerors scope included: ☒ Design  
☒ Construction

	1	2	3	4	5	
<b>Completed work on time:</b>					<input checked="" type="checkbox"/>	N/A
Construction						
<b>Completed work within budget:</b>					<input checked="" type="checkbox"/>	N/A
Construction						
<b>Provided timely and accurate information:</b>						
Construction						
<b>Worked well with Owner's staff:</b>						
Construction						
<b>Exercised project safety:</b>					<input checked="" type="checkbox"/>	N/A
Construction						
<b>Provided quality workmanship:</b>					<input checked="" type="checkbox"/>	N/A
Construction						
<b>Would use firm again:</b>						
Construction						

Entity: Walton County Facilities Managment

Address: 303 South hammond Dr. Suite 97

Telephone: 770-267-1401

Fax: NA

Signature: Hank Shirley Date: October 24, 2023  
Thank you for your assistance.



**ATTACHMENT D – REFERENCE SURVEY FORM**

Offeror: Junkbelt  
Project Name: Fire Station 1 Hall County  
Project Completion Date: 10/1/22  
Offeror's scope included: Design  
Construction

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

	Disagree				Agree	
Completed work on time:	1	2	3	4	5	N/A
Construction						
Completed work within budget:	1	2	3	4	5	N/A
Construction						
Provided timely and accurate information:	1	2	3	4	5	N/A
Construction						
Worked well with Owner's staff:	1	2	3	4	5	N/A
Construction						
Exercised project safety:	1	2	3	4	5	N/A
Construction						
Provided quality workmanship:	1	2	3	4	5	N/A
Construction						
Would use firm again:	1	2	3	4	5	N/A
Construction						

Completed by: Name: Marty Nix  
Entity: Hall County Government  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Signature: Marty Nix Date: 3/19/22  
Thank you for your assistance.

## Projects Currently In Progress

Project Name	Scope	Owner Name	Project Manager	Project Superintendent	Contract Amount	Scheduled Completion Date
NC Senior Services Enrichment Center 6252 Highway 212 Covington, GA 30014	Design-Build Project for New Senior Services Center in Newton County	Newton Co. Board of Commissioners 1124 Clark Street Covington, GA 30014 404-992-5050	Ryan Lewis	Jeff Nelson	\$ 3,767,300.00	10/2025
Stop-Lock-N-Roll Self Storage - Phase 2 3141 Hwy 81 S. Covington, GA 30016	Expansion of Existing Self Storage Facility - Pre-Engineered Metal Building to House Conditioned Storage	Gregory Deemer, LLC 55 Rosemont Pkwy Covington, GA 30016 678-449-3296	Steve Stillwell	Dan Richter	\$ 2,182,355.26	03/2025
NC Admin Bldg Reno and Storage 1113 Usher Street Covington, GA 30014	Design-Build - Existing Building Programming with New Centralized Storage Building	Newton Co. Board of Commissioners 1124 Clark Street Covington, GA 30014 404-992-5050	Ryan Lewis	Gentry Corely	\$ 3,574,600.00	09/2025
NC RL Cousins Reno 8134 Geiger Street Covington, GA 30014	Design-Build - Feasibility Study of Existing Building to Determine Best Use / Functionality for Current Needs	Newton Co. Board of Commissioners 1124 Clark Street Covington, GA 30014 404-992-5050	Ryan Lewis	Karl Baldwin	\$ 7,443,800.00	12/2025
Knight Office Building 9178 Aaron Drive Covington, GA 30014	Design / Build New Office Building with Warehouse & Tenant Space	KDK Development 1990 Old Covington Rd Conyers, GA 30013 770-761-7760	Mike McCrorey	Wade Griffith	\$ 4,563,704.00	06/2025
Georgia Ophthalmologist Reno 4159 Mill Street Covington, GA 30014	Renovation and Buildout of Third Floor for Additional Patient Rooms, Optical Lab, Billing Offices, Staff Breakroom and Storage.	Georgia Ophthalmologist LLC 4159 Mill Street Covington, GA 30014 770-786-1234	Mike McCrorey	David Nobles	\$ 736,483.43	04/2025
Jackson Co Airport Terminal 500 Sky Harbor Way Jefferson, GA 30549	New 4,645 sf Airport Terminal Building including Lobby / Waiting Space, Collaboration Room, Kitchen, Pilot's Area, Restrooms and Vending.	Jackson Co Board of Commissioners 67 Athens St Jefferson, GA 30549 706-367-5309	Steve Stillwell	Dennis Darby	\$ 3,514,500.00	10/2025
Nelson Heights Community Center 7200 Laster Street SW Covington, GA 30014	Design-Build Maintenance and Renovations to Update Building	Newton Co. Board of Commissioners 1124 Clark Street Covington, GA 30014 404-992-5050	Steve Stillwell	David Nobles	\$ 828,600.00	07/2025
Chamblee Real Time Crime Center 4445 Buford Hwy NE Chamblee, GA 30342	Design-Build Renovations to Include a d Real Time Crime Center within the existing Public Safety Building	City of Chamblee 3518 Broad St. Chamblee, GA 30341	Ryan Lewis	TBD	\$ 498,792.00	TBD

\* Blue Lettering Indicates Project Team Members



### **The Role of Sunbelt Builders**

*As General Contractor for the Chamblee Public Works Office Renovations project, Sunbelt Builders views our role as the pivot point for the successful completion of the project. We will initiate schedule parameters for the construction schedule, and will manage the development of the project budget and maintain cost control. Further, we assume responsibility for creating the foundation of transparency, clear expectations and trust between the Owner, Architect, Consultants and Subcontractors. Lastly, we believe it is our responsibility to view the entire process with a proactive stance to consider each decision as it relates to the whole and to always keep the end goal of a timely completion and of solid quality buildings for the agreed upon cost in focus. Sunbelt Builders will be responsible for managing the daily means and methods of construction. The scheduling and coordination of subcontracted trades, the management of cost and quality and the overall safety on the site will be our main objectives.*

*Our responsibility will continue through the commissioning and close-out phase where we will ensure the building functions as intended, and that building staff are adequately trained in building operations. Our project team will remain in contact throughout the one year warranty period. We will periodically contact the City of Chamblee to affirm that the building is performing as expected. Any warranty issues that arise will be promptly handled in an open-book manner.*

### **Management Responsibilities and Accountability**

*Sunbelt Builders will work in concert with the Project Team as instructed by the Owner. We will take full responsibility for the management of the construction phase of the project. Sunbelt Builders will take the lead in managing the Project Schedule. In order to keep the project within the schedule parameters, we will make certain all members of the team are informed of, in agreement with, and accept responsibility for their due dates. As leader of your Project Team, Sunbelt Builders will be fully accountable for achieving or exceeding all tasks we are assigned. We will share in the responsibility of holding other team members accountable to their agreements to ensure the ultimate success of the Project. Lastly, the President of Sunbelt Builders, Steve Kapp, will actively participate in this project and will ensure project success on behalf of the entire firm*

*The best way to manage issue resolution is to limit the potential for issues to arise. Being proactive and coordinating crucial micro-details eliminates a great deal of conflict. Sunbelt Builders will develop a program schedule that outlines critical decision dates for your project. One of our many responsibilities as your Construction Manager is to keep the entire process on track for an on-time delivery. Developing the project schedule early in the process will set the precedent for key interim milestones to be hit. This allows the team to examine and discuss the critical issues of the project in a timely fashion and will allow nearly all project development issues to be resolved. Before a shovel hits the ground, our team will conduct constructability reviews to ensure complex project issues are resolved prior to mobilization. Because trying to resolve critical issues during the construction period can result in schedule impacts, we NEVER wait until the Project is under construction to assess the viability of construction documents. Crucial construction related conflicts are identified and resolved during pre-construction.*

*Communication between the City of Chamblee, Jericho and Sunbelt Builders is vital to the success of your project and is paramount to issue resolution. Fluid communication is the best defense against issues arising in the first place. Sunbelt Builders ensures clear, consistent and well documented communication is provided in a timely manner to all team members. The following outlines our communication plan for your Project:*

***RFP 2025-001PW - City of Chamblee Public Works Office Renovation***

- *Conduct in-person project reviews during the final Pre-construction stage with City of Chamblee and Jericho. These in-person reviews will insure ALL team members have the same information and have a proper understanding of your project.*
- *During the Construction Phase, conduct project review meetings with all team members every two weeks, at a minimum.*
- *Distribute the meeting minutes within 48 hours of all meetings to ensure all parties share the same understanding of the information discussed. Provide any editing required to the meeting minutes should anyone have understood an item differently than was originally recorded. Redistribute the final version.*
- *Communicate daily with all subcontractors and materials suppliers during the Construction Phase to ensure safety, coordinate schedule, maintain costs, and ensure quality.*
- *Communicate daily with our entire project team in the areas of cost, quality, schedule, and documentation.*
- *Confirm receipt of ALL communications as it relates to design updates, RFI's, transmittals, cost proposals, cost issues, and meeting minutes.*

*Managing cost and schedule exposures occurs prior to the start of construction. We conduct comprehensive scope reviews with Subcontractors to fully identify the work to be performed. We ensure that all parties understand what is expected and conduct Constructability reviews to identify any critical project issues. We believe this is the foundation of Subcontractor change order avoidance. Sunbelt Builders intends to avoid a Subcontractor change requests that are not the result of Owner-initiated changes or additions.*

*Sunbelt Builders is responsive to Owner-requested change orders and utilizes our open-book process when providing pricing. We integrate Owner change orders into the project schedule and make certain any resulting schedule impacts the change in scope might create are understood by the client. When Owner changes are requested, our estimating team will validate subcontractor estimates by performing our own independent analysis of the work required and will thus verify pricing quotes. This validation is done prior to submitting pricing to the Owner for the requested change. No Owner requested changes will be performed until all parties have agreed on both the budget and schedule impacts to the project.*

*We continuously perform evaluations on all of our subcontractor relationships and keep records of subcontractor performance on each of our projects. When selecting subcontractors for a particular project, we consider whether those subcontractors are appropriate for the type, size, and location of the work and whether they fit with the overall project team.*

*Sunbelt Builders begins our subcontractor selection process by pre-qualifying potential subcontractors. Once we have received the pre-qualification package from the prospective subcontractors and material suppliers, we will review and qualify them based on:*

- *Licensing and certifications*
- *Work force size and capacity*
- *Location related to project*
- *History of project schedule compliance*

**BETTER BY DESIGN**



***RFP 2025-001PW - City of Chamblee Public Works Office Renovation***

- Past experience of similar work
- Safety record
- References

*Next, we will invite and receive bids from all pre-qualified firms for each of the individual trade bid packages. Following the receipt of all bids, our pre-construction department will evaluate each bid for completeness, making certain the scope of work to be included in that category has not been overlooked. Bond and insurance requirements are reviewed. The vendor's ability to provide the manpower necessary to perform the work within your project's schedule is also reviewed. Ultimately, we will determine the most qualified bidder for each trade package taking into consideration:*

- Cost
- Quality
- Performance
- Schedule
- Location
- Project Specific Factors

*In addition to the subcontractors and material suppliers already in our pre-qualified database, we are eager to have local vendors respond to your project. Below are just a few of the steps Sunbelt Builders will take to aid in boosting your local economy and securing subcontractors for your project.*

- We will advertise the project in local newspapers and hold local meetings to inform and solicit local representation.
- We will survey the local market to locate multiple vendors from all categories to obtain local competitive subcontractor and supplier pricing.

*Sunbelt Builders' thorough evaluation of both the drawings and site conditions will be translated into an effective sequencing of your project's design and construction phases. Comprehensive sequencing allows our specialized staff to recognize the unique details and requirements specific to every component of your project while also allowing us to assess the overall material and labor requirements.*

*In particular, recognizing the individual components of your project that may require long lead times is critical to an on-time delivery of your project. Sunbelt Builders will take the necessary steps to assure that all long lead-time items are identified and scheduled accordingly. Finally, we will arrange the construction scopes into bid packages, bidding out long lead items first, which ensures your schedule's critical path of construction activities will not be impacted.*



### **Warranty Procedure**

*Sunbelt Builders believes the warranty procedure and the way we fulfill our obligation is essential to quality customer service. The warranty phase is our final chance to make an impression on the client and there are several areas in which they will judge our performance:*

- a. How sincerely we take the complaint*
- b. How quickly we act to investigate*
- c. How quickly repairs are scheduled*
- d. Follow up communication with the Owner*

*Because of these important considerations, Sunbelt Builders has implemented standard warranty service procedures.*

### **Warranty Service Procedure:**

- 1. The Owner forwards the Warranty Request to Sunbelt Builders either by fax or email.*
- 2. The Director of Construction Operations along with the Project Manager will evaluate the request. The information is entered on the Warranty Report and forwarded to Sunbelt Builders Warranty Representative within two (2) business days from receipt.*
- 3. Within three (3) business days the Warranty Representative will confirm the requested work in the field and schedule the repairs with the responsible party.*
- 4. The Owner will be contacted within two (2) business days with the scheduled date for the repairs.*
- 5. After repairs are complete, the Warranty Rep will follow up with a final walk-through with the Owner, and at this time the Owner will sign-off his approval of the repairs on the Warranty Walk-through form. The Final Walk-through Form will be returned to Operations within three (3) business days and the Warranty Report will be updated.*

*All warranty requests are reviewed monthly by management to make certain the needs and expectations of our Owners are met in a timely manner. Service records are also monitored over time to make certain there are no reoccurring events. If reoccurring events become prominent, further investigation is made to rectify the situation.*

### **Systems Training for Facility Maintenance Staff**

*Mechanical, electrical and plumbing systems are always evolving in complexity and features. Often facility staff have no prior experience with the systems which are installed. In addition to the distribution of Operations and Maintenance Manuals, the Sunbelt team will coordinate a systems tour for facility maintenance staff. Facility staff will become oriented to the building systems and will be able to ask questions of the installation team as needed.*

## **Financial Information**

Sunbelt Builders has been in business for over 42 years. Through those years, our prudent financial management, solid reputation and repeat customers have afforded us the ability to adapt to economic changes and overcome the adverse effects of any downturns.

We maintain a cash reserve which we feel is adequate to cover a short-term increase in payables activity, pending the collection of receivables. Payables are weighted toward subcontractors versus materials and overhead items. The standard terms of our subcontract agreement include pay-if-paid, condition-precedent terminology thereby passing some of our credit risk with the owner to the subcontractors. This standard practice reduces the risk of carrying high receivables and payables during busier periods. We also maintain a \$750,000 line of credit with Truist which we have not needed to utilize in the last several years.

### **AR/AP**

#### **Bank Account**

Truist  
1887 Highway 20SE  
Conyers, Georgia 30013

Phone: 770-785-5685  
Fax: 770-786-0390  
Mr. Ken Gaylord, Business Services

#### **Accounting Services**

LE CPA Group, LLC  
270 Constitutional Boulevard  
Lawrenceville, Georgia 30045

Phone: 770-963-6521  
Fax: 770-995-0594  
Mr. Ray Levandoski, CPA

### **Bonding**

Hartford Insurance Companies  
Acrisure, LLC  
900 Ashford Parkway, Suite 330  
Atlanta, Georgia 30339

Phone: 404-809-2530  
Fax: 404-809-2531  
Mr. David Eades

Please see our bond letter on the following page.

***Sunbelt's Summary Financials are included as an Attachment in a separate envelope marked "Confidential".***

***Sunbelt's Bid Bond is included in the Attachments.***

***RFP 2025-001PW - City of Chamblee Public Works Office Renovation***



March 4<sup>th</sup>, 2025

City of Chamblee  
3518 Broad Street  
Chamblee, GA 30341

To Whom It May Concern:

We are pleased to write to you concerning our customer, **Sunbelt Builders, Inc.** This letter is to confirm that in the event **Sunbelt Builders, Inc.** is awarded a job; it is the intention of Hartford Casualty Insurance Company to consider providing the required performance and payment bonds. Their current bonding limits are \$20,000,000 single job with a \$35,000,000 aggregate work program. They currently have unused working line of \$20,000,000.

The surety for this principal, Hartford Casualty Insurance Company, is an A.M. Best rated "A XV" and has a Treasury Listing of \$91,288,000.; they are licensed to transact business in all fifty states. Hartford Fire Insurance Company also appears on the U.S. Treasury list of approved companies.

We consider **Sunbelt Builders, Inc.** a valued bond client and we value our continued relationship. The execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document.

Please contact us with any questions or if we can be of further service.

Sincerely,

A handwritten signature in black ink that reads 'David C. Eades'.

David C. Eades  
Surety Bond Manager

Acrisure, LLC.  
900 Ashwood Parkway, Suite 330, Atlanta, GA 30338

BETTER BY DESIGN







City of Chamblee  
**RFP: 2025-001PW**  
Public Works Office Renovations  
Construction Management Services

## **ATTACHMENT E - VENDOR BUSINESS INFORMATION**

1. Vendor Information: Sunbelt Builders, Inc.
2. Home Office Address: 10641 Hwy. 36 Covington, GA 30014
3. Business Address: Same as above
4. Website Address: www.sunbeltbuilders.com
5. Name, Title, Address, Telephone Number, FAX Number and Email Address of the person to be contacted concerning the proposal:  
Steven C. Kapp, President, 770-786-3031, Fax: 770-786-3046, skapp@sunbeltbuilders.com
6. If Applicable, Name of the Parent Company:  
N/A
7. Home Office Address, Telephone Number and Website Address of the Parent Company:  
10641 Hwy. 36 Covington, GA 30014, 770-786-3031, www.sunbeltbuilders.com
8. Describe the parent company's relationship with the Vendor:  
N/A
9. If applicable, does the person signing the proposal have the authority to sign on behalf of the Vendor?  
(Circle One ) ☒ Yes ☐ No
10. Name(s) of companies that will share significant and substantive responsibilities with the Vendor in performing the scope of services under the Contract:  
N/A



City of Chamblee  
RFP: 2025-001PW  
Public Works Office Renovations  
Construction Management Services

## ATTACHMENT G - Construction Manager & Subcontractor Affidavits

STATE OF Georgia  
COUNTY OF Newton

### CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Construction Manager verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Chamblee, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Construction Manager will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Construction Manager with the information required by O.C.G.A. § 13-10-91(b).

The Construction Manager hereby attests that its federal work authorization user identification number and date of authorization are as follows:

111000  
Federal Work Authorization User Identification

Number

April 2, 2008  
Date of Authorization

Sunbelt Builders, Inc.  
Name of Contractor

Public Works Office Renovations  
Name of Project

City of Chamblee, Georgia  
Name of Public Employer

Executed on March 4, 2025 in  
Covington (city), GA (state).

Signature of Authorized Officer or  
Agent

Printed Name and Title of Authorized Officer or  
Agent Michael B. McCrorey, Jr., Vice President

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 4th DAY OF  
March, 2025.

Kim G. Glanton  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: 2/10/2029

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





## **ATTACHMENT H – CITY OF CHAMBLEE DISCLOSURE FORM**

### **CITY OF CHAMBLEE DISCLOSURE FORM**

This form is for disclosure of campaign contributions and family member relations with City of Chamblee officials/employees.

Please complete this form and return as part of your RFP package when it is submitted.

Name of Offeror: Sunbelt Builders, Inc.

Name and the official position of the Chamblee Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

Name: \_\_\_\_\_ Not Applicable

Position: \_\_\_\_\_

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Chamblee Official.

Amount/Value	Description
_____	_____
_____	_____
_____	_____
_____	_____



## ATTACHMENT I – IMMIGRATION & SECURITY FORM



### IMMIGRATION AND SECURITY FORM CONTRACTOR AFFIDAVIT AND AGREEMENT

Contract No. and Name: RFP 2025-001PW  
Public Works Office Renovations  
Name of Contracting Entity: Sunbelt Builders, Inc.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Chamblee has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

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

111000

EEV / Basic Pilot Program\* User Identification Number

Michael B. McCrorey, Jr.  
By: Authorized Officer or Agent (contractor name)

Sunbelt Builders, Inc.

Vice President

Title of Authorized Officer or Agent of Contractor

Michael B. McCrorey, Jr.

Printed Name of Authorized Officer or Agent

March 4, 2025

Date

SCRIBED AND SWORN BEFORE ME ON THIS 4th DAY OF March, 2025

Kim G. Glanton  
Notary Public  
My commission Expires: 2/10/29



\* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603





**ATTACHMENT J – BID/GMP-BOND**

Attached hereto is Bid/GMP Bond made by Hartford Casualty Insurance Company a surety company listed by the U.S. Treasury listing and shall have an A.M. Best rating of A- or better and shall be licensed to do business in the State of Georgia., payable to the City of Chamblee, Georgia (or an official bank check), in the amount of ten percent (10%) of the above Bid, to-wit: \$ 1,184,227.00.

If this Bid shall be accepted by the City of Chamblee, Georgia and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of the insurance required, as stated in the Instructions to Bidders within ten (10) days from the Notice of Award of the Contract, then the City of Chamblee, Georgia may at its option, determine that the undersigned abandoned the Contract and thereupon this Bid shall be null and void, and the sum stipulated in the attached Bid Bond (or an official bank check) shall be forfeited to the City of Chamblee, Georgia as liquidated damages.

Bidder declares his intent to subcontract the portion of the Work as below stated. Bidder understands and agrees that the use of any Subcontractor not listed below shall be strictly prohibited without prior written approval from the City of Chamblee, Georgia. (List names of all subcontractors and the work to be provided by the subcontractor on the lines provided below.)

SEE ATTACHED SUBCONTRACTOR LIST

Bidder further declares that the full names and residence addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

STEVEN C. KAPP 155 CORNISH TRACE DR. COVINGTON GA 30014  
MICHAEL B. MCCREY, JR. 570 NORTH LAKE CIRCLE DEBORA GA 30054

Signed, sealed, and dated this day 4th of March, 2025.

By [Signature] (SEAL)

Signature

STEVEN C. KAPP

Print Name of Signer

PRESIDENT

Title of Signer



Name of Business Entity Submitting Bid  
**Sunbelt Builders, Inc.**

Bidder's Street Address  
**10641 Highway 36**

Bidder's City, State and Zip Code  
**Covington, GA 30014**

Bidder's Phone Number  
**770.786.3031**

Bidder's E-Mail Address  
\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, **Sunbelt Builders, Inc.**

(hereinafter called the Principal) and **Hartford Casualty Insurance Company** (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of Georgia with its principal offices in the City of **Hartford** and listed in the Federal Register and licensed to write surety bonds in the State of Georgia, are held and firmly bound unto the City of Chamblee, Georgia, in the full and just sum of **Ten Percent of Amount Bid** Dollars (\$ **10%**) good and lawful money of the United States of America, to be paid upon demand of the City of Chamblee, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the City of Chamblee, Georgia, an **RFP: 2025-001PW: Public Works Offices Renovations & Improvements**

WHEREAS, the Principal desires to file this Bond in accordance with the law to accompany this Bid.

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted within sixty (60) days of the Bid opening, the Principal shall execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth therein, and in the form and manner required by the City of Chamblee, Georgia, and within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Chamblee, Georgia, each in an amount of one hundred percent (100%) of the total Contract Price, in form and with security satisfactory to the City of Chamblee, Georgia and furnish satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City of Chamblee, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.



**BID BOND FORM, CONT'D**

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this day of March 4th, 2025.

PRINCIPAL

By: [Signature] (SEAL)

Signature of Principal

STEVEN C. KAPP, PRESIDENT

Print Name and Title of Authorized Signer

**Sunbelt Builders, Inc.**

Print Name of Principal Business

ATTEST:

[Signature]  
MICHAEL B. MCCROREY, JR  
Corporate Secretary

SURETY By: [Signature] (SEAL)

Signature of Surety (by Power of Attorney)

**David C. Eades, Attorney-In-Fact**

Print Name and Title of Authorized Signer

**Hartford Casualty Insurance Company**

Print Name of Surety Business

WITNESS:

[Signature]  
**Avery C. Kenimer, Witness as to Surety**

**[Attach Original Power of Attorney]**

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
BOND, T-11  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PENTARISK ASSOCIATES OF GEORGIA  
Agency Code: 20-267347

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

David C. Eades, Emmett H. Hall, W. Parker Hix, Avery Kenimer, Carrie J. Key of  
ATLANTA, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 4 2025.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozols*

Keith D. Dozols, Assistant Vice President





City of Chamblee  
Public Works Office Renovations  
RFP: 2025-001PW

## SUBCONTRACTOR LIST

Scope	Subcontractor
Structural Steel	Gem City Steel Supply
Wood Casework	Auman Brothers
Doors	Bestline Doors
Overhead Doors	Overhead Door Company of Atlanta
Storefronts	Triple H Glazing
Demolition	Allstate Demolition Services
Drywall	Process Equipment & Controls
Flooring	Carnes Contract Floors
Painting	JR's Remodeling
Restroom Accessories	WCS
Plumbing	Matt Davis Plumbing Company
Electrical	Moseley Electric



**NEWTON COUNTY  
BUSINESS LICENSE & OCCUPATIONAL PERMIT**

**No. BLC-17655**

Newton County Business Licenses and Occupational Permits  
1113 Usher Street Covington, GA 30014 (678) 625-1659

Current Issue Date	Description of Activity
10/11/2024	236115 - General Contractor

Sunbelt Builders Inc.  
10641 Highway 36  
Covington, GA 30014  
Licensee: Mr Steve Kapp

**NOT TRANSFERABLE**

SUBJECT TO ALL COUNTY ORDINANCES

**EXPIRES:**  
12/31/2025

**POST IN PUBLIC VIEW**

NOTIFY THIS OFFICE OF ANY CHANGE OF  
ADDRESS, OWNERSHIP OR FIRM NAME

**NEWTON COUNTY BUSINESS LICENSE & OCCUPATIONAL PERMIT**

Newton County Department of Development Services  
1113 Usher Street Covington, GA 30014 (678) 625-1659

**License No. BLC-17655**

**Current Issue Date: 10/11/2024**

Sunbelt Builders Inc.  
10641 Highway 36 Covington, GA 30014 ( 84-2D )

Business Occupation

COMMERCIAL LICENSE

**NEWTON COUNTY BUSINESS LICENSE & OCCUPATIONAL PERMIT**

Newton County Business Licenses and Occupational Permits  
1113 Usher Street Covington, GA 30014 (678) 625-1659

**License No. BLC-17655**

**Current Issue Date: 10/11/2024**

Sunbelt Builders Inc.  
10641 Highway 36 Covington, GA 30014 ( 84-2D )

Business Occupation

COMMERCIAL LICENSE

**RECEIPT**

**NEWTON COUNTY BUSINESS LICENSE & OCCUPATIONAL PERMIT**

Newton County Business Licenses and Occupational Permits  
1113 Usher Street Covington, GA 30014 (678) 625-1659

**License No. BLC-17655**

**Current Issue Date: 10/11/2024**

Sunbelt Builders Inc.  
10641 Highway 36 Covington, GA 30014 ( 84-2D )

Business Occupation

COMMERCIAL LICENSE



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

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

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

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

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Sunbelt Builders Inc  
10641 Hwy 36  
Covington GA 30014



Client#: 1418149

126SUNBEBUI

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
2/19/2025

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

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

<b>PRODUCER</b> <b>McGriff Insurance Services LLC</b> <b>1887 Hwy 20 SE Suite 200</b> <b>Conyers, GA 30013</b> <b>770 483-0080</b>		<b>CONTACT NAME:</b> Kim R Smith CIC <b>PHONE (A/C, No, Ext):</b> 770 483-0080 <b>FAX (A/C, No):</b> 8663172202 <b>E-MAIL ADDRESS:</b> ksmith@mcgriff.com															
<b>INSURED</b> <b>Sunbelt Builders Inc</b> <b>10641 Hwy 36</b> <b>Covington, GA 30014-4073</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Citizens Insurance Co of America</td> <td>31534</td> </tr> <tr> <td>INSURER B : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER C : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER D : Allmerica Financial Benefits</td> <td>41840</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Citizens Insurance Co of America	31534	INSURER B : Hanover Insurance Company	22292	INSURER C : Nautilus Insurance Company	17370	INSURER D : Allmerica Financial Benefits	41840	INSURER E :		INSURER F :	
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INSURER F :																	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>PD Ded:500</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ZBAJ07042002	07/12/2024	07/12/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		AWAJ07043002	07/12/2024	07/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$0		UHAJ07042102	07/12/2024	07/12/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	WBAJ07037802	07/12/2024	07/12/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<b>Rented &amp; Leased</b>		ZBAJ07042002	07/12/2024	07/12/2025	\$100,000
C	<b>Professional</b>		CPP202545216	07/12/2024	07/12/2025	\$2,000,000
C	<b>Pollution</b>		CPP202545216	07/12/2024	07/12/2025	\$2,000,000

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

**\*\* Workers Comp Information \*\***

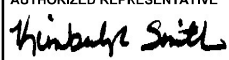
**Proprietors/Partners/Executive Officers/Members Excluded: Sam Hay III**

**\*\*\*SEE ATTACHED FORMS\*\*\***

**4212918 0615 GL Enhancement**

**(See Attached Descriptions)**

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Chamblee, Georgia</b> <b>3518 Broad Street</b> <b>Atlanta, GA 30341</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> 

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ACORD 25 (2016/03) 1 of 2  
 #S36537510/M34860575

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**VISI**



## DESCRIPTIONS (Continued from Page 1)

4212915 0615 GL Enhancement

4610155\_0997\_Auto\_Enhancement

4610478 1212 BA Blkt AI primary non contrib

WC000313 0484 Blkt WOS

4750001\_1222\_Com\_Follow\_Frm\_Excess\_Umb\_Pol

RE: Project: Public Works Offices Renovations & Improvements.



February 19, 2025

1887 Hwy 20 SE Suite 200  
Conyers, GA 30013  
770 483-0080

City of Chamblee, Georgia  
3518 Broad Street  
Chamblee, GA 30341

Subject: Sunbelt Builders  
Project Public Works Offices Renovations & Improvements - RFP 2025-001PW

To Whom It May Concern:

McGriff Insurance Services, LLC. appreciates the opportunity to service your insurance needs. We sincerely appreciate the confidence that you have placed in us.

This letter is to confirm your Workers Compensation Experience Modifier for the last three years. The modifier is provided by the National Council on Compensation Insurance (NCCI) and is based on your loss experience. The modifier starts at 1.00 and will either go up or down depending on each insured's individual loss experience. The modifier is also based on your annual premium and will not be calculated until your premium exceeds \$3,500 (depending on the state requirements) for three consecutive years.

Your modifiers are noted below based on your policy expiration date:

- 2024 – 0.94
- 2023 – 0.95
- 2022 – 0.94

Thank you for allowing McGriff to provide your insurance needs. Please do not hesitate to contact us with any questions you may have.

Sincerely,

Kim

Kim R Smith CIC  
Client Service Agent  
P: 678 413-4402  
E: ksmith@mcgriff.com

# CONFIDENTIAL



April 11, 2024

Sunbelt Builders, Inc.  
10641 Highway 36  
Covington, GA 30014

We were engaged to review the financial statements of Sunbelt Builders, Inc. as of December 31, 2023 and 2022.

The attached summarized financial statements have been derived from the Company's 2023 and 2022 reviewed financial statements.

Sincerely,

LE CPA GROUP, LLC

**LE CPA Group LLC** | 270 Constitution Boulevard | Lawrenceville, GA • 30046-5638

Phone: 770.963.6521 | Fax: 770.995.0594 | Web: [lecpagroup.com](http://lecpagroup.com)

# CONFIDENTIAL

**SUNBELT BUILDERS, INC.**  
BALANCE SHEETS  
DECEMBER 31, 2023 AND 2022

ASSETS

	<u>2023</u>	<u>2022</u>
CURRENT ASSETS	\$ 6,880,429	\$ 7,133,960
PROPERTY AND EQUIPMENT	<u>1,165,760</u>	<u>927,551</u>
TOTAL ASSETS	<u>\$ 8,046,189</u>	<u>\$ 8,061,511</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES	\$ 5,165,215	\$ 5,498,146
LONG-TERM LIABILITIES	242,900	176,700
STOCKHOLDERS' EQUITY	<u>2,638,074</u>	<u>2,386,665</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$ 8,046,189</u>	<u>\$ 8,061,511</u>



# CONFIDENTIAL

**SUNBELT BUILDERS, INC.**  
STATEMENTS OF INCOME AND RETAINED EARNINGS  
YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
CONSTRUCTION AND SERVICE REVENUES	\$ 26,673,009	\$ 26,213,888
EXPENSES	<u>26,421,600</u>	<u>25,899,109</u>
NET INCOME	251,409	314,779
RETAINED EARNINGS, BEGINNING OF YEAR	<u>2,349,790</u>	<u>2,035,011</u>
RETAINED EARNINGS, END OF YEAR	<u><u>\$ 2,601,199</u></u>	<u><u>\$ 2,349,790</u></u>



**ATTACHMENT K - CONSTRUCTION MANAGEMENT CONTRACT**

***(Required Submittal)***

Completely fill out the Construction Management Contract and execute.

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

Sunbelt Builders, Inc.

**Construction Manager:**

**Project Name: Public Works Offices Renovations & Improvements**

**Owner Address: 3518 Broad Street  
Chamblee, Georgia 30341**

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<b>EXHIBIT "J"</b>	<b>Work Site Rules</b>	
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<b>EXHIBIT "L"</b>	<b>RFP Submission Documents</b>	
<b>EXHIBIT "M"</b>	<b>Performance Bond</b>	
<b>EXHIBIT "N"</b>	<b>Payment Bond</b>	

## **CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES**

This agreement (the "Agreement") is made and entered into by and between the **City of Chamblee, Georgia** ("Owner"), a Georgia Government ("Owner") and Sunbelt Builders, Inc., a Corporation [Form of Entity] duly operating and existing under the laws of the State of Georgia ("Construction Manager").

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

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

### **ARTICLE 1**

#### **DEFINITIONS**

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

1.2 N/A

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

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

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

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

1.7 "Design for Construction" means the complete and final design and construction documents provided by Architect pursuant to the contract between Owner and Architect and shall include the plans and specifications prepared by or on behalf of Architect for use in constructing



the Project, performing the Work, and rendering the Project fully operational. All changes and modifications to the Design for Construction issued in accordance with the requirements of this Agreement shall become and be a part of the Design for Construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.21 "Substantial Completion" means that stage of completion of the Project, or a designated Phase thereof, including testing, approval by any applicable regulatory authority, and receipt of the final certificate of occupancy, such that the Work and the Project, or the designated Phase thereof, are functionally and legally usable by Owner for the purpose for which they are intended.

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

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

## **ARTICLE 2**

### **THE CONTRACT DOCUMENTS**

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

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

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

- (ii) As between large scale plans and small scale plans, the large scale plans shall govern.

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

2.4 Design Document List. The Owner has requested the Architect to prepare a list of the plans, specifications and other documents constituting the Design for Construction (the "Design Document List"). Upon receipt, the Construction Manager shall review and study the Design Document List to confirm the Design Document List is accurate, complete, and current. If requested by the Owner, the Construction Manager shall acknowledge, in writing, its receipt of the Design Document List and its agreement that the Design Document List is accurate, complete, and current. Unless the Construction Manager notifies the Architect and the Owner, not later than five (5) days after Construction Manager's receipt of the Design Document List, of an error or omission in the Design Document List, the Design Document List shall be annexed hereto as part of this Agreement.

### **ARTICLE 3**

#### **REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 4**

### **CONSTRUCTION MANAGER'S SERVICES AND DUTIES: GENERAL PROVISIONS**

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

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

4.3 Permits, Notices, and Fees. Construction Manager shall cooperate with and assist Owner as necessary in timely preparing and submitting all necessary submissions, notices, and applications to all relevant governmental authorities and assist in filing or obtaining from all relevant government authorities all necessary design documents, site plans, approvals, environmental permits, notices of commencement, inspection certificates, certificates of occupancy, and similar documents necessary for the construction, occupancy, and use of the Project. The Owner shall pay all governmental fees associated with the foregoing. The Construction Manager shall obtain or, as applicable, cause Subcontractors to obtain all building and other permits required for construction of the Project, the cost of which shall be part of the GMP.

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

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



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

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

4.8 Storm Water Discharge Permits. Any provision of this Agreement to the contrary notwithstanding, and unless otherwise directed in writing by the Owner, the provisions of this paragraph 4.8 shall apply, and the Construction Manager shall have and perform the duties, obligations and responsibilities of the Construction Manager set forth herein. The Construction Manager shall: (i) prepare the Erosion, Sedimentation and Pollution Control Plan in accordance with the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit (the "DNREPDSWD Permit"); (ii) perform the initial inspection of the installation of the control measures set forth in the Erosion, Sedimentation and Pollution Control Plan in accordance with the DNREPDSWD Permit; (iii) perform the weekly inspections and inspections after rain (or other precipitation) as are required by the DNREPDSWD Permit; and (iv) perform the duties, obligations and responsibilities of the "design professional" under the DNREPDSWD Permit. As used in the immediately preceding sentence, the term "design professional" shall have the meaning ascribed to it in the DNREPDSWD Permit. The Construction Manager shall provide, satisfy, or otherwise comply with all applicable requirements and conditions of the DNREPDSWD Permit, including, without limitation, all notices, fees, plan implementation, monitoring, sampling, inspections, reports, record keeping, submittals and any other requirements and conditions of the DNREPDSWD Permit.

## **ARTICLE 5**

### **DESIGN REVIEW AND PROJECT PLANNING**

5.1 Generally. During the Design Phase of the Project, and continuing during the Construction Phase where necessary or appropriate to further the interests of Owner and the Project, Construction Manager shall render Services which support the services to be rendered by Architect, including design review, Project planning, and the specific Services described in this Article 5. Construction Manager shall comply with all "Work Site Rules" set forth in Exhibit "J," incorporated herein by reference.

5.2 Review Project Requirements and Site Data. Construction Manager shall review and study all background data, specifications and other related materials made available by Owner as to requirements, criteria, priorities, feasibility, and physical and financial limitations with regard to the Project, and shall review with Owner's Representative and Architect site data (such as access, location of services and utilities, security, surveys, and soils information) and other relevant information.

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

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

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

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

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

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

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

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

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

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

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

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

5.15 Constructability Analyses. When requested by Owner's Representative, Construction Manager shall provide written constructability analyses of the Project, including items to be addressed with Architect such as accessibility, construction methods, assembly, installation,

materials handling, expandability, phasing, and other Construction Phase-related activities. The analysis of constructability issues shall be performed on an ongoing basis during the Design Phase.

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

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

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

## **ARTICLE 6**

### **ESTIMATING AND MONITORING PROJECT COSTS**

6.1 Construction Cost Estimate. Within twenty-eight (28) days after the Architect's completion of the Preliminary Design, Construction Manager shall prepare an estimate (the "Construction Cost Estimate") of the cost of constructing the Project in accordance with the requirements of the Preliminary Design and shall provide same to Owner's Representative. The Construction Cost Estimate shall be broken down and itemized in such detail, and supported by such backup and supporting documentation, as Owner's Representative may require, and shall include a recommended contingency for each element of the Work. Construction Manager shall revise the Construction Cost Estimate monthly until the GMP is established and shall provide such revised estimates, together with such itemization and supporting documentation as Owner's Representative may require, to Owner's Representative as part of the Monthly Reports required by paragraph 12.3 of this Agreement and as provided in the immediately succeeding sentence. If the foregoing monthly revisions of the Construction Cost Estimate do not coincide with the Architect's 65%, 95% and 100% completion of the Design for Construction, then Construction Manager shall also provide revised estimates to the Owner's Representative at such stages of the design. The Construction Manager shall advise the Owner of any adjustments to previous estimates indicated by changes in Project requirements or general market conditions. If at any time the Construction Manager's Construction Cost Estimate exceeds the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget.

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

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

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

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

## **ARTICLE 7**

### **COMPLETION DATE AND SCHEDULES**

7.1 Completion Date. Construction Manager shall achieve Substantial Completion of the Work under this Agreement in 1 phases. Construction Manager shall achieve Substantial Completion of the Work regarding Phase One by November 1, 2025 ("Phase One Substantial Completion Date"). Construction Manager shall achieve Substantial Completion of the Work regarding. The time for achieving Phase One Substantial Completion may sometimes be referred to in the Contract Documents as the "Contract Time," but shall be applied as provided hereinabove. Construction Manager shall achieve Final Completion of Phase One of the Project within thirty (30) days after the Phase One Substantial Completion Date. The Phase One Substantial Completion Date nor the time for Phase One Final Completion shall be changed except by Change Order issued in accordance with the terms of this Agreement.

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

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

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



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

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

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

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

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

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

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

## **ARTICLE 8**

### **PROCUREMENT OF SUBCONTRACTS, MATERIALS, AND SERVICES**

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

8.2 Approval of Subcontractors. Construction Manager shall not subcontract for any part of the Services or Work with any Subcontractor or consultant (including affiliates and subsidiaries of Construction Manager) who is not properly licensed or against whom Owner has a reasonable objection. Construction Manager shall provide Owner's Representative with such written information as Owner deems necessary in order to determine whether to object to the

Construction Manager's hiring of any Subcontractor or consultant, including proof of license. If no objection is interposed by the Owner within eight (8) days of its receipt of such information, Owner shall be deemed to have no such objection and Construction Manager may execute such Subcontract and shall furnish Owner a copy of same.

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

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

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

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

or for the Project. Architect will not be asked to resolve disputes between Construction Manager and any Subcontractor or disputes between Subcontractors.

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

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

8.9 Orders of Materials And Equipment. Subject to Applicable Laws, Construction Manager shall, in accordance with Owner's procurement policies or, if approved in writing by Owner's Representative, Construction Manager's procurement policies, schedule, coordinate, expedite, and effect the purchase and delivery to the Project site of materials and equipment required to be provided by Construction Manager pursuant to the Contract Documents. The Construction Manager shall perform expediting and inspection services after the placement of all such orders.

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

## **ARTICLE 9**

### **CONSTRUCTION ADMINISTRATION**

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

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

Date. Construction Manager shall perform all Services required under the Contract Documents in an expeditious fashion.

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

9.4 Confirmation of Insurance. Construction Manager shall timely procure and review all insurance certificates and policies required by the Contract Documents and the Subcontracts and provide copies of same to Owner's Representative. The Construction Manager shall immediately cure and correct any failure of any Subcontractor or other person to comply and remain in compliance with the insurance requirements of the Contract Documents and the Subcontracts. Construction Manager shall not permit any Subcontractor to enter the Project site or perform any Work relating to the Project unless such Subcontractor is and remains insured in accordance with the insurance requirements set out in the Contract Documents and the Subcontracts.

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

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

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

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

9.9 Requests for Information and Interpretation. In cooperation with Architect, Construction Manager shall promptly provide information and interpretations to Subcontractors as necessary for the execution of the Work and shall expedite same where necessary to maintain the Construction Schedule. Where appropriate, the Construction Manager shall transmit to Architect, with a copy to Owner's Representative, requests for information or interpretation from itself or made by any Subcontractor regarding the intent and meaning of the Design for Construction. Construction Manager shall maintain a log of all requests for information and interpretation (the "Request Log"), recording (a) the date each request was made; (b) the date the request was transmitted to Architect and Owner's Representative; (c) the date of receipt of the response to the request; and, if applicable, (d) the date the response to the request was transmitted to the Subcontractor. Where requests for information or interpretation are forwarded to Architect, Construction Manager shall promptly review Architect's response and shall immediately, and prior to transmitting it to a Subcontractor, advise Owner's Representative in writing if Construction Manager disagrees with Architect's response thereto and seek Owner's Representative's direction.

9.10 Submittals. Utilizing Building Information Modeling (BIM) Clash Detection techniques, the Construction Manager shall procure, review, and indicate its approval (or require re-submission if necessary) prior to forwarding to Architect and Owner each submittal required by the Contract Documents, including shop drawings, product data, samples, catalogues, and other submittals (collectively, "Submittals"). Approval by Construction Manager of Submittals shall constitute Construction Manager's representation to Owner that such Submittals are in conformance with the requirements of the Contract Documents. The review and approval required by this paragraph shall be completed with reasonable promptness, and expedited where necessary, so as to cause no delay to the Subcontractors, Architect, or the Project. Construction Manager shall also maintain a detailed log (the "Submittal Log"), reflecting: (a) the date, where applicable, the Subcontractors submit to Construction Manager, and that Construction Manager submits to Architect, each Submittal; (b) the date of approval or rejection of each Submittal by Construction Manager or Architect; (c) the reason for the rejection of any Submittal; and (d) the date of each subsequent action by Construction Manager, Architect, Owner, or Subcontractors with



respect to any Submittal. The Construction Manager shall immediately report to Owner's Representative in writing any substantial delays in the Submittal process and the cause thereof and shall take appropriate steps to coordinate and expedite the Submittal process. The Architect's review of submittals shall not relieve the Construction Manager from its obligation for performance of the Work in strict compliance with the Contract Documents.

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

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

9.13 Protection of Persons And The Work. Construction Manager shall at all times take, or require to be taken, all necessary steps required to safeguard Owner's property and employees and students from injury or loss in connection with the performance of the Work and the Services. Construction Manager shall take, or require to be taken, all necessary steps to protect Owner's equipment, adjacent facilities, apparatus, and other property and all adjacent Work and property, including, but not limited to, the use of shoring, boarding, and other safeguards. Where the Work endangers the safety of pedestrians and drivers, barricades for traffic shall be used. Construction Manager shall keep Owner's property and the Work reasonably free from dampness, dirt, dust, and other damage and shall provide all reasonable security measures necessary to protect the Project from the elements, vandalism, theft, and other risks of property loss. All temporary protections shall be removed by Construction Manager upon completion of the Work.

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

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

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

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

## **ARTICLE 10**

### **UNCOVERING AND CORRECTING WORK**

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

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

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

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

from Owner. This obligation shall survive Final Payment by Owner and termination of this Agreement.

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

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

## **ARTICLE 11**

### **INSPECTIONS AND CERTIFICATIONS OF COMPLETION**

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

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

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

and Architect and Owner's Representative or his designee shall be entitled to accompany Construction Manager for such testing and inspections.

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

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

11.6 Construction Manager's Observation of Testing And Start-up. Construction Manager shall schedule (and notify Owner's Representative of such schedule), coordinate, and observe the testing and start-up of all utilities, systems, fixtures, and other equipment and shall report the results of same to Owner's Representative in writing.

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

11.8 Substantial Completion of The Phases. When Construction Manager believes that Substantial Completion of Phase One or , or a designated part thereof, has been achieved, it shall notify Architect and Owner's Representative in writing and request an inspection for certification of Substantial Completion. The Construction Manager shall thereafter meet on site with Owner's Representative and Architect to determine whether Substantial Completion of that Phase, or the designated part thereof, has in fact been achieved. Construction Manager's written request for such inspection shall constitute a representation by Construction Manager to the Owner that Construction Manager has made all inspections of the Work required by the Contract Documents and that, to the best of Construction Manager's information and knowledge, the Work has been

performed in strict compliance with, and the quality of the Work meets or exceeds the requirements of, the Contract Documents. If the Owner's Representative and Architect agree that Substantial Completion of that Phase, or the designated part thereof, has been achieved, they shall execute a Certificate of Substantial Completion. If the Owner's Representative and Architect, upon inspection, conclude that Substantial Completion has not been achieved and that reinspection will be necessary, the Construction Manager shall bear all costs of same.

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

## **ARTICLE 12**

### **PROJECT DOCUMENTATION**

12.1 Basic Project Documentation. Construction Manager shall maintain the following documents on behalf of and for the use of Owner: (a) a complete set of current Subcontracts and Contract Documents, including a current set of drawings, specifications, Change Orders and modifications reflecting product and materials selections and as-built conditions on the Project; (b) all shop drawings, samples, product data, and other Submittals; (c) a clean set of the principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations certified by a qualified surveyor or engineer; (d) all required insurance certificates from Subcontractors; and (e) all other documents required by this Agreement.

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

12.3 Monthly Reports. Each month the Construction Manager shall prepare and submit to Owner's Representative a written report detailing the progress of the Project (the "Monthly

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

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

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

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

12.7 Availability of Project-Related Records To Owner. All records relating directly or indirectly to the Project which are in the possession or control of Construction Manager shall be made available to Owner, its designee, and any governmental authority for audit, inspection, and copying upon request of Owner's Representative. Such records include, without limitation: all drawings, specifications, Submittals, subcontractor bids, the Daily Log, correspondence, the Request Log, the Submittal Log, minutes, memoranda, tape or videotape recordings, or other writings or things which document the Project, its design, and its construction.

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

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

## **ARTICLE 13**

### **OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES**

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

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

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

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

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

13.6 Owner's Reviews, Inspections, Approvals, and Payments. Owner's review, inspection, or approval of any design document, Work, or any documents prepared or submitted by Construction Manager shall be solely for the purpose of determining whether such Work and such documents are generally consistent with Owner's construction program and requirements, and Construction Manager understands that Owner is relying on Construction Manager to assure strict compliance with the Contract Documents. No review, inspection, or approval by Owner of such Work or documents shall relieve Construction Manager of its responsibility for the strict performance of its obligations under the Contract Documents or for the accuracy, adequacy, fitness, suitability, or coordination of its Services and work product. Approval by any governmental



or other regulatory agency or other governing body of any Work, design document, or Subcontract shall not relieve Construction Manager of responsibility for the strict performance of its obligations under the Contract Documents. Payment by Owner shall not constitute a waiver of any of Owner's rights under the Contract Documents or at law, and Construction Manager expressly accepts the risk that defects in the Services or in the Work, if any, may not be discovered until after payment, including Final Payment, is made by Owner.

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

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

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

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

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

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

## **ARTICLE 14**

### **PAYMENT TO CONSTRUCTION MANAGER**

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

14.1.1 Pre-Construction Phase Compensation. Owner shall pay Construction Manager Compensation consisting of: the Reimbursable Expenses Construction Manager incurs in performance of Pre-Construction Phase Services, plus the Phase Fee; provided, however, that the total of such Reimbursable Expenses and the Phase Fee shall not exceed \$2,500.00. The Pre-Construction Phase Compensation shall be deemed to include, without limitation, such items as overhead, profit and all expenses incurred in performance of the Pre-Construction Phase Services.

#### **14.1.2 RESERVED**

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


14.1.4 Construction Phase Fee. The "Construction Phase Fee" shall be eight percent ( 8 % ) of the Subcontract Costs plus Reimbursable Expenses incurred in performance of Construction Phase Services and the Work. The Construction Phase Fee shall be

invoiced and paid in accordance with paragraphs 14.4 and 14.7; provided, however, that at no time shall the cumulative percentage of the Construction Phase Fee invoiced or paid exceed the cumulative percentage of the Work actually complete, as measured against the Construction Manager's schedule of values and as certified by Architect.

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

14.2.1 Amount of GMP. The amount of the GMP shall be One million  
one hundred eighty four thousand two hundred twenty seven (\$ 1,184,227.00). Any and all allowances, unit prices, clarifications, or limitations upon which the GMP is based are listed and identified in Exhibit "I." The Owner and Construction Manager shall initial this subparagraph 14.2.1 and Exhibit "I" when the Owner-accepted GMP is entered in the blanks in the immediately preceding sentence.

Owner:  
Chamblee initials: \_\_\_\_\_

Construction Manager:  
Duly authorized officer's initials. 

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

14.3 Schedule of Values. Construction Manager shall prepare and present to Owner's Representative within ten (10) days after commencement of the Construction Phase, a proposed schedule of values allocating all of the costs (which shall include all Subcontract Costs and Reimbursable Expenses to be incurred during the Construction Phase) among the different elements of the Work for Phase One and . The Construction Phase Fee and any contingencies shall be shown as separate items. Construction Manager's schedule of values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner's Representative may require to substantiate its accuracy. Construction Manager shall not front-end load its schedule of values by unbalancing it or by increasing any element thereof in excess of the actual cost, and such acts shall constitute a material breach of this Agreement. Construction Manager's proposed schedule of values shall be used in determining the amounts payable to Construction Manager hereunder, but only after it has been acknowledged in writing by the Architect and the Owner's Representative. The schedule of values may be amended when so acknowledged in writing by Architect and Owner's Representative, as and when Subcontracts are awarded and reasonable schedules of values in connection with such Subcontracts are received and agreed upon by Construction Manager as provided by paragraph 9.5.

14.4 Form of Pay Requests and Backup Documentation. As soon as practicable after the last business day of each month, Construction Manager shall submit a notarized invoice to Owner's Representative, with a copy to the Architect, requesting payment ("Pay Request") for ninety-five percent (95%) of the Reimbursable Expenses and Subcontract Costs actually and reasonably incurred by Construction Manager and that portion of the Design Phase Fee, the Construction Phase Fee, or, if applicable, both, earned by Construction Manager, in the performance of Services and the Work during the preceding month. Any payment on account of stored materials or equipment will be subject to the Construction Manager providing written proof that the Owner has title to such materials or equipment and that they are suitably stored at the Project site and fully insured against loss or damages. Moreover, any sums approved for stored materials shall be at actual costs and shall not include markup by Subcontractors or subcontractors or Construction Manager's Fees. As used in the immediately preceding sentence, actual costs means costs charged by the manufacture or the distributor for the manufacturer and the Pay Request shall include copies of invoices from the manufacturer or the distributor. At no time shall the cumulative sum invoiced or paid exceed an amount equal to the sum of: (i) the product of that portion of the GMP attributable solely to Design Phase Compensation multiplied by the cumulative percentage of completion of the Design for Construction, such percentage of completion to be determined by the Architect; plus; (ii) the product of that portion of the GMP attributable solely to Construction Phase Compensation multiplied by the cumulative percentage of the Work actually and satisfactorily complete, such percentage of completion to be measured against the Construction Manager's schedule of values and as certified by the Architect. Each Pay Request shall separately show the amounts of Construction Manager's Design Phase Fee and Construction Phase Fee being claimed in connection with such Pay Request and any amounts claimed in connection with a Change Order. Pay Requests shall also indicate Construction Manager's estimate of the percentage of completion of the Project and each element thereof according to the line items established in the schedule of values. Unless otherwise directed by Owner's Representative, Pay Requests shall be submitted electronically and bear the appropriate job numbers designated by Owner's Representative, to Architect and to Owner's Representative for

approval. Pay Requests shall be in such form and accompanied by such documentation, including documentation in support of Subcontract Costs and Reimbursable Expenses, as Architect or Owner's Representative may require. Said documentation will need to be compiled and identified in the same order as the Schedule of Values. Each expense must clearly demonstrate that the costs requested reconcile with payment requests. Pay Requests and supporting documentation shall describe with reasonable particularity each Service rendered, the date thereof, the time expended in performing such Service, and the persons rendering such Service. Upon Architect or Owner's Representative's request, Construction Manager shall submit certified time sheets relating to such persons who have performed Services on the Project. All documents and records in the possession of Construction Manager and its Subcontractors relating to Reimbursable Expenses and Subcontract Costs shall be made available to Owner or its designee for audit, inspection and copying immediately upon request by Owner's Representative. Strict compliance with the requirements of this paragraph 14.4 shall be a condition precedent to any payment, including Final Payment, under this Agreement.

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

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

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

the foregoing representations by Construction Manager are wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Construction Manager until the inaccuracy, and the cause thereof, is corrected to Owner's reasonable satisfaction.

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

14.7.1 When payment is received from Owner, the Construction Manager shall immediately pay or cause to be paid all Subcontractors, subcontractors, materialmen, laborers, and suppliers the amounts they are due for the Work covered by such payment. In the event the Owner becomes informed that the Construction Manager has not paid, or caused to be paid, a Subcontractor, subcontractor, materialman, laborer, or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Construction Manager of amounts otherwise due hereunder naming the Construction Manager and any such Subcontractor, subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

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

14.9 Payment at Final Completion. Subject to the limitations of the GMP, and provided that all conditions precedent have been satisfied, within thirty (30) days after execution of the Certificate of Final Completion of the Project, Owner shall, after the approval of the Owner's

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

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

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

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

14.10.3 Any part of such payment is attributable to Services or Work which are defective or not strictly conforming with the requirements of the Contract Documents; provided, however, that payment shall be made as to the part thereof attributable to Services or Work which are rendered or performed in strict accordance with the Contract Documents and are not defective, subject to other provisions hereof.

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

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

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

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

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



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

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

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

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

## **ARTICLE 15**

### **CHANGE ORDERS**

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

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

15.3 Adjustments To Construction Manager's Compensation and GMP. If there is a change in the scope of the Work or the scope of Services required of Construction Manager under the Contract Documents, which change increases Construction Manager's cost of performance, or if Construction Manager submits a claim for additional compensation or adjustment to the GMP pursuant to paragraph 16.2, then, subject to the terms and conditions of this Agreement and Owner's approval of Construction Manager's claim, Construction Manager's compensation and the GMP shall be adjusted by a Change Order; provided, however, that no upward adjustment shall be made if the change in the scope of the Work or Services, or the basis of the claim for additional compensation or adjustment to the GMP, is caused by the fault, in whole or in part, of Construction Manager, a Subcontractor, or anyone for whom they are, or may be, responsible. As conditions precedent to any increase to Construction Manager's compensation or the GMP, Construction Manager shall: (a) give Owner's Representative written notice within seven (7) days after the occurrence of the event or commencement of the condition giving rise to the claim for additional compensation and adjustment to the GMP, (b) not later than ten (10) days after the date of such notice, submit to Owner's Representative Construction Manager's documented claim for additional compensation and adjustment to the GMP, (c) make available to Owner all pertinent Information requested by Owner's Representative relating to such claim, and (d) otherwise comply with the terms and conditions of Article 16 of this Agreement. The failure of the Construction Manager to satisfy any of the foregoing conditions precedent shall constitute a waiver by Construction Manager of any entitlement to an increase in Construction Manager's compensation or the GMP. If a change in the scope of the Work or Services reduces the Construction Manager's cost of performance, then the GMP, and the Design Phase Fee or the Construction Phase Fee, or, if applicable, both, shall be decreased accordingly. Subject to subparagraphs 15.3.1 and 15.3.2: (i) in the event of a change to the Construction Phase Work, the amount of any adjustment to the GMP, up or down, shall be an amount equal to: (a) the actual, reasonable Subcontract Costs and Reimbursable Expenses incurred or saved by Construction Manager on account of the change; and (b) an adjustment, up or down, to the Construction Phase Fee, calculated by multiplying the amount in part (a) by the percentage specified in Section 14.1.4. Notwithstanding the definitions of Reimbursable Expenses and Subcontract Costs contained elsewhere in this Agreement, for purposes of calculating the actual, reasonable Subcontract Costs and Reimbursable Expenses saved by Construction Manager on account of a change, the savings achieved shall be deemed to include amounts that would be Reimbursable Expenses or Subcontract Costs if incurred or paid, even though such amounts are not incurred or paid.

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

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

- (i) Actual, reasonable costs of materials and the use of heavy construction equipment;
- (ii) Actual, reasonable costs of supervision and labor, plus, solely as applicable thereto, social security, unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance;
- (iii) Actual, reasonable rental costs of machinery and equipment (exclusive of small tools or hand tools) whether rented from Construction Manager or others; and
- (iv) Actual, reasonable costs of premiums for bonds, permit fees, and sales, use or other taxes related to the Work.

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

15.4 Payment. Requests for payment for performance of Services and Work pursuant to a Change Order shall be made in accordance with paragraph 14.4, and payment shall be subject to the provisions of Article 14. The Construction Manager shall continue to diligently perform the Work and Services, including any change directed by the Owner by Change Order, and shall keep thorough records of the cost of performance of such Change Order consistent with and in accordance with the provisions of paragraph 15.3 above. Pending final determination of the amount of any adjustment to the Construction Manager's compensation or the GMP, payments on

account shall be made to Construction Manager in accordance with paragraph 15.3 above and Article 14 of this Agreement.

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

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

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

## **ARTICLE 16**

### **CLAIMS BY CONSTRUCTION MANAGER**

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

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

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

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

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

16.5 Extensions of Time. Subject to the restrictions in 16.5.1 and 16.5.2, in the event the Construction Manager is delayed in performing any task which at the time of the delay is then

critical, or which during the delay becomes critical, as the sole result of: (i) any act or omission by the Owner or someone acting in the Owner's behalf, (ii) any Owner-authorized Change Order, (iii) acts of God, (iv) Weather Delay Days as defined in Section 16.7, (v) any order of a governmental authority having jurisdiction over the Project which order is issued through no fault of the Construction Manager, (vi) acts of war, (vii) acts of terrorism, or (viii) for concealed or unknown conditions as provided in paragraph 16.6, then the Substantial Completion Date, or as applicable, the date for Final Completion and (except in the case of Weather Delay Days) Construction Manager's compensation and the GMP, shall be appropriately adjusted by the Owner upon the written notice and claim of the Construction Manager to the Owner and the Architect for such reasonable time as Owner may determine. A task is critical within the meaning of this paragraph 16.5 if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. Any claim for an extension of time by the Construction Manager shall strictly comply with the requirements of paragraph 16.1 above and such notice shall be given by Construction Manager before proceeding to execute any additional or changed Work. If the Construction Manager fails to make such claim as required in this paragraph 16.5, any claim for an extension of time shall be waived.

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

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

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

## 16.7 Weather Delays

### 16.7.1 Standard Baseline for Average Climatic Range

- A. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Georgia.
- B. Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time. Saturdays and Sundays are eligible workdays.
- C. Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
4	5	6	4	3	2	2	2	2	2	2	3

### 16.7.2 Adverse Weather And Weather Delay Days

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



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

## **ARTICLE 17**

### **PAYMENT AND PERFORMANCE BONDS**

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

## **ARTICLE 18**

### **CONSTRUCTION MANAGER'S PERSONNEL AND SUBCONTRACTORS**

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

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

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

## **ARTICLE 19**

### **OWNERSHIP OF DOCUMENTS**

All Contract Documents, as well as information and items provided by Owner to Construction Manager to facilitate Construction Manager's performance hereunder, shall remain the exclusive property of Owner, and all such documents, information, and items, including all copies thereof, shall be returned to Owner's Representative upon Final Completion and as a condition precedent to Final Payment; provided that Construction Manager may retain one copy of same for record purposes only, which shall be treated as confidential by Construction Manager.

## **ARTICLE 20**

### **INDEMNITY**

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

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

## **ARTICLE 21**

### **INSURANCE**

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

## **ARTICLE 22**

### **SUSPENSION**

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

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

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

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

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

Construction Manager's failure to provide such itemized information within such twenty (20) day time period shall constitute a waiver of any claim to compensation relating to the suspension of Construction Manager's work under this Agreement. Owner shall promptly review Construction Manager's itemization and shall issue a Change Order providing for payment to Construction Manager of such amounts, and only such amounts, listed above as may be due on account of the suspension and increasing the GMP by like amount. In no event shall the Construction Manager be entitled to lost profits, other consequential damages, or any items of damage related to or resulting from a suspension of the Services or of the Work except for those items enumerated in this paragraph 22.4.

## **ARTICLE 23**

### **TERMINATION**

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

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

23.3 Submission of Termination Claim. In the event of termination of all or any part of the Services, the Work or this Agreement for convenience, Construction Manager shall, within one (1) year after the effective date of termination, submit a written termination claim to Owner specifying the amounts due because of the termination together with costs, pricing, and other supporting documentation or data required by Owner's Representative. The Construction Manager's failure to file a termination claim within such one (1) year period shall constitute a waiver of any claim to compensation relating to the termination. If a proper termination claim is submitted, then Owner shall pay Construction Manager an amount derived in accordance with paragraph 23.4 herein. Claims submitted under this Article 23 shall not be subject to the procedure set forth in Article 16.

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

- (a) Reimbursable Expenses incurred in performing Services and Work accepted under this Agreement;
- (b) Reimbursable Expenses (i) incurred prior to termination in preparing to perform and in performing the terminated portion of the Work, the Services,

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

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

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

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

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

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

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

## **ARTICLE 24**

### **ENVIRONMENTAL ISSUES**

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

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

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

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



## **ARTICLE 25**

### **THE PROJECT ARCHITECT**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 26**

### **MISCELLANEOUS PROVISIONS**

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

To Owner: The City of Chamblee, Georgia  
3518 Broad Street  
Chamblee, Georgia 30341  
Attention: Mr. Todd Hill, Director of Public Works

And to: Jeff Prine, Ascension Program Management  
Owner's Representative  
2990 Summit Lane  
Monroe, Georgia 30655

To Construction  
Manager: Sunbelt Builders, Inc.  
Address: 10641 Hwy. 36  
Covington, GA 30014  
Attention: Steven C. Kapp

All notices shall be effective upon receipt.

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

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

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

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

26.6 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or other competent tribunal or rendered invalid by any legislative or regulatory enactment, the remaining provisions of this Agreement shall remain in full force and effect, and such holding or enactment shall not invalidate or render unenforceable any other provision hereof.

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

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

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

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

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

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

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

*[signatures next page]*

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

**The City of Chamblee, Georgia**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date

**CONSTRUCTION MANAGER:**

Sunbelt Builders, Inc.

By: 

Print Name: Steven C. Kapp

Date: March 4, 2025

Its: [CIRCLE ONE]

President Vice President (Corporation)  
General Partner (Partnership/Limited Partnership)  
Member/Manager (LLC)  
Owner (Sole Proprietorship/Individual)

[CORPORATE SEAL]  
(required if corporation)

Attest/Witness:



Print Name: Michael B. McCrorey, Jr.

Its: Vice President / Secretary  
((Assistant) Corporate Secretary if corporation)

## **EXHIBIT "A"**

### **SCHEDULE OF REIMBURSABLE EXPENSES**

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

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

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

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



## **EXHIBIT "B"**

### **MINIMUM REQUIREMENTS FOR CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULE**

#### **PART 1 - GENERAL**

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

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

### 1.3 QUALITY ASSURANCE

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

11. Review procedures for updating schedule.

#### 1.4 COORDINATION

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

### PART 2 – PRODUCTS

#### 2.1 CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULE, GENERAL

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

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

2. Each activity cost shall reflect an accurate value subject to objection by the Architect or Owner.
  3. Total cost assigned to activities shall not exceed that portion of the GMP attributable to Construction Phase Compensation.
  - G. Contract Modifications: For each proposed contract modification concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
  - H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
    1. Use software, version and operating system required by Owner.
- 2.2 CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)
- A. General: Prepare network diagrams using AON (activity-on-node) format.
  - B. Preliminary Network Diagram: Submit diagram not later than 7 days prior to commencement of the Construction Phase. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
  - C. CPM Schedule: Prepare Construction Manager's Construction Schedule using a computerized, cost-loaded, and resource-loaded, time-scaled CPM network analysis diagram for the Work.
    1. Submit CPM schedule prior to commencement of the Construction Phase.
      - a. Failure to include any Work item required for performance of the Contract Documents shall not excuse Construction Manager from completing all Work within applicable completion dates.
    2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
    3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
    4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
  - D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
    1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
      - a. Preparation and processing of submittals.
      - b. Mobilization and demobilization.
      - c. Purchase of materials.
      - d. Delivery.
      - e. Fabrication.
      - f. Utility interruptions.
      - g. Installation.
      - h. If applicable, work by Owner that may affect or be affected by Construction Manager's activities.
      - i. Testing and start up.
    2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with contract milestone dates.

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

## PART 3 - EXECUTION

### 3.1 CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
  1. In-House Option: Owner may waive the requirement to retain a consultant if Construction Manager employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.

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

END OF EXHIBIT

## EXHIBIT "C"

### LIQUIDATED DAMAGES

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

#### If The Original GMP Is:

#### Daily Liquidated Damages Shall Be:

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



**EXHIBIT "D"**

**PARTIAL WAIVER AND RELEASE OF CLAIM RIGHTS**

PROJECT: Public Works Offices Renovations & Improvements  
OWNER: The City of Chamblee, Georgia

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

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

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

DATED: \_\_\_\_\_ FIRM: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

**EXHIBIT "E"**

**FINAL WAIVER AND RELEASE OF CLAIM RIGHTS**

PROJECT: Public Works Offices Renovations & Improvements

OWNER: The City of Chamblee, Georgia

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

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

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

DATED: \_\_\_\_\_ FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

**EXHIBIT "F"**  
**CONSTRUCTION MANAGER'S PERSONNEL LIST**

<b><i>Position</i></b>	<b><i>Name</i></b>	<b><i>Rate</i></b>
Group Manager	_____	\$ <u>165</u> / Hr.
Senior Project Manager	_____	\$ <u>125</u> / Hr.
Project Manager	_____	\$ <u>95</u> / Hr.
Senior Estimator	_____	\$ <u>95</u> / Hr.
Estimator 2	_____	\$ <u>85</u> / Hr.
Estimator 1	_____	\$ <u>85</u> / Hr.
Senior Project Engineer	_____	\$ <u>125</u> / Hr.
Project Engineer	_____	\$ <u>100</u> / Hr.
Scheduling	_____	\$ <u>85</u> / Hr.
MEP	_____	\$ <u>100</u> / Hr.
Safety	_____	\$ <u>45</u> / Hr.
Quality Assurance	_____	\$ <u>65</u> / Hr.
Administrative Assistant	_____	\$ <u>65</u> / Hr.
Senior Project Coordinator	_____	\$ <u>125</u> / Hr.
Project Coordinator	_____	\$ <u>95</u> / Hr.
General Superintendent	_____	\$ <u>105</u> / Hr.
Senior Superintendent	_____	\$ <u>95</u> / Hr.

## EXHIBIT "G"

### INSURANCE REQUIRED OF CONSTRUCTION MANAGER

1. The Construction Management firm or team shall, at its own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance specified in the Construction Management Contract. The insurer shall be in good standing within the state of Georgia through the Insurance Commissioner's Office and must be rated A- or better with AM Best Company.
2. The Certificate of Insurance evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting Owner's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Owner Manager.
3. The Certificate of Insurance shall reference the RFP identification number and description as evidence this requirement.
4. The Contractor shall insert the substance of this requirement, including this paragraph, in Subcontracts under the Agreement that require work on property and shall require Subcontractors to provide and maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Director of Operations upon request.
5. **Comprehensive General Liability:**  
This shall be taken out in the name of the Construction Management firm with the Owner, its board members, officers, employees, and Owner's Representative, to be included as an additional insured. It shall include Comprehensive Form, Premise Operations, Explosion and Collapse Hazard, Underground Hazard, Products and Completed Operations Hazard, Broad Form Property Damage, Independent Contractors, Contracts, Personal Injury, etc.
  - Combined Single Limit shall not be less than \$1,000,000.00 for each occurrence and not less than \$2,000,000.00 aggregate.
6. **Automobile Liability Insurance:**  
Taken out in the name of the Construction Management firm
  - Combined Single Limit shall not be less than \$1,000,000.00 for each occurrence and not less than \$1,000,000.00 aggregate.
7. **Worker's Compensation Insurance:**  
The Construction Management Firm shall obtain and maintain Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance covering all employees of the CM Firm and any uninsured Subcontractor(s). It shall be the responsibility of the Construction Management firm to ensure Subcontractors' compliance with this requirement.
  - For Employer's Liability Insurance coverage, the combined Single Limit shall not be less than \$1,000,000.00 for each occurrence.Before commencing any job, the Construction Manager shall provide the Owner with satisfactory evidence that the above-mentioned insurance is in force, to be evidenced by an affirmative approval of the insurance from the Owner's Operations Department.
8. **Professional Liability Insurance:**  
This shall be taken out in the name of the Construction Management Firm.
  - This shall provide \$3,000,000.00 Minimum for Errors and Omissions.

Before commencing any work, the Construction Management Firm shall provide the Director of Operations with certificates of insurance or other satisfactory evidence that the above-mentioned bonds are in force, to be evidenced by an affirmative approval of the insurance from the Director of Operations.

EXHIBIT "H.1"

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT CONTRACTOR AFFIDAVIT

CONSTRUCTION MANAGER: Sunbelt Builders, Inc.

AUTHORIZED OFFICER/AGENT & TITLE: Michael B. McCrorey, Jr. Vice President / Secretary

PROJECT OR JOB: - Public Works Office Renovations, RFP 2025-001PW

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

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

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

CHECK ONE:

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

OR

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

<u>111000</u>	<u>April 2, 2008</u>
E-Verify User Identification Number	Authorization Date
<u>[Signature]</u>	<u>mmccrorey@sunbeltbuilders.com</u>
Signature of Authorized Officer or Agent of Contractor	E-Mail Address

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS 4th DAY OF March, 2025  
on: 2/10/29

My Commission Expires 2/10/29

[Signature]  
Notary Public

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

The City of Chamblee, Georgia CM at Risk




The City of Chamblee, Georgia CM at Risk

EXHIBIT "I"

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

Owner:  
initials: \_

Construction Manager:  
Duly authorized officer's initials: 



**EXHIBIT "J"**  
**WORK SITE RULES**

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


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

  
Construction Manager's Signature

Print Name **Steven C. Kapp**

**3/4/25**

Date

  
Witness Signature

Print Name **Michael B. McCrorey, Jr.**

**3/4/25**

Date

**EXHIBIT "K"**

**REQUEST FOR PROPOSAL SUMMARY**



City of Chamblee  
**RFP: 2025-001PW**  
Public Works Office Renovations  
Construction Management Services



3518 Broad Street  
Chamblee, GA 30341

## REQUEST FOR PROPOSALS

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To Provide

Construction Management Services  
**RFP 2025-001PW – City of Chamblee**  
Public Works Office Renovations 3220 Cumberland Dr,  
Chamblee, GA 30341

**Proposal Due Date:**

**Tuesday, March 04, 2025 at 11:30 AM Local Time**

THE OFFEROR IS RESPONSIBLE FOR SUBMITTING A RESPONSE TO THIS REQUEST FOR PROPOSALS (RFP) TO THE CITY OF CHAMBLEE ON OR BEFORE THE STATED DATE AND TIME.

ISSUE DATE: **February 04, 2025**

**EXHIBIT "L"**

**RFP CONSTRUCTION MANAGER'S SUBMISSION SUMMARY**



# **City Of Chamblee**

## **Public Works Office Renovations**

### **Request for Proposals**

**RFP 2025 - 001PW**

To Provide

**CONSTRUCTION MANAGEMENT SERVICES**

**March 04, 2025**



10641 Highway 36, Covington, Georgia 30014  
www.sunbeltbuilders.com | 800.634.1609 | 770.786.3031

**BETTER BY DESIGN**

**EXHIBIT "M"**

**PERFORMANCE BOND**

**The City of Chamblee, Georgia**

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

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

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

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

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

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

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

---

\_\_\_\_\_ (print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

\_\_\_\_\_ (print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

```
(print)
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Title: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

\_\_\_\_ (signature)

\_\_\_\_\_ (print)

Title:

Date:

(ATTACH SURETY'S POWER OF ATTORNEY)

**EXHIBIT "N"**  
**PAYMENT BOND**

**The City of Chamblee, Georgia**

**KNOW          ALL          MEN          BY          THESE          PRESENTS          THAT**  
\_\_\_\_\_  
as the "Principal"), and

\_\_\_\_\_  
(as SURETY COMPANY, hereinafter referred to as the "Contractor's Surety"), are held and firmly bound unto **The City of Chamblee, Georgia** (as OWNER, hereinafter referred to as the "Owner"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of

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

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

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

A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation, or other entity furnishing labor, services, or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]



**CONTRACTOR ("Principal"):**

\_\_\_\_\_

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (print)

Title: \_\_\_\_\_

Attest: Date: \_\_\_\_\_

\_\_\_\_\_ (signature)

\_\_\_\_\_ (print) (SEAL)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR'S SURETY:**

\_\_\_\_\_

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (print)

Title: \_\_\_\_\_

Attest: Date: \_\_\_\_\_

(SEAL)

\_\_\_\_\_ (signature)

\_\_\_\_\_ (print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(ATTACH SURETY'S POWER OF ATTORNEY)



City of Chamblee  
**RFP: 2025-001PW**  
Public Works Office Renovations  
Construction Management Services

**ATTACHMENT F – BID/GMP FORM**

**ATTACHMENT F - BID/GMP FORM**  
**(REQUIRED SUBMITTAL)**

Date: March 4, 2025

City of Chamblee, Georgia

Gentlemen:

Having carefully examined the Request for Proposal; the Instructions to Proposers; the Contract Forms; the Drawings as listed in the INDEX on Cover Sheet (CS), and the Project Manual all entitled:

**CONSTRUCTION OF CHAMBLEE PUBLIC WORKS, 3220 CUMBERLAND DRIVE, CHAMBLEE, GA 30341**

**Project Manual dated February 4, 2025 and Construction Drawings dated February 4, 2025**

as well as the site, premises, and conditions affecting the work, the undersigned proposes to furnish all services, labor, and materials necessary to complete the work as described in the above-named documents as follows:

**A. BASE**  
**GMP:** One million one hundred fifty nine thousand two hundred twenty seven  
Dollars(\$ 1,159,227.00 ).

**B. ALLOWANCES UNFORESEEN CONDITIONS:**            Dollars(\$ 25,000.00)           

<b>C. <u>TOTAL</u></b>	<b><u>BASE</u></b>	<b><u>BID</u></b>	<b><u>(A</u></b>	<b><u>+</u></b>	<b><u>B</u></b>	<b><u>=</u></b>
<b>C):</b>	<u>\$1,184,227.00</u>					

which is hereinafter called the **BASE BID/GMP**. One million one hundred eighty four thousand two hundred twenty seven

**ALLOWANCES:**

The Construction Manager shall incorporate in the Bid/GMP the above listed Allowances:

The above allowances are to be used at the discretion of the Owner representatives and the Architect and are not intended for use by the Construction Manager without joint agreement by the Owner representative and the Architect.

**BASE GMP broken down by Division:**

In addition to this form, the Construction Manager will break down their Base GMP into the related Divisions of Work and under Division 01 indicate your General Conditions, Construction Management Fee, and Insurance/Bonds Costs.

For and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the undersigned agrees that this Proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following such time.

In case he be notified in writing by mail, telegraph, or delivery of the acceptance of this Proposal within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute a contract (City of Chamblee, Georgia, Construction Services Agreement) for the work for the above stated compensation and to furnish and to deliver to the Owner a Performance and a Payment Bond each in an amount equal to 100% of the Contract GMP and in accordance with the conditions specified under other sections including required subcontractor bonds.

The undersigned agrees to commence actual physical work on the site with an adequate force and equipment as follows:

Commence work within ten (10) days of the Proceed Order and substantially complete all work by November 1, 2025

Time is the essence of the contract. The complete facility is needed by the Owner no later than stated above; however, an earlier completion date is desirable.

Delays as stated under Article 16 of the Construction Services Agreement are included in the completion time. Substantial completion is defined in the General Conditions.

Enclosed is a Bid Bond (Certified Checks not acceptable) in the amount of

10% of the bid amount Dollars (\$\_\_\_\_\_).

Respectfully submitted,

Name: Steven C. Kapp

Address: 10641 Hwy. 36

Covington, GA 30014

By: 

Title: President

The legal name of the Proposer is:

Sunbelt Builders, Inc.

State of Georgia General Contractor's License Number GCCO000533.



10641 HIGHWAY 36  
COVINGTON, GEORGIA  
30014  
t 770.786.3031  
f 770.786.3046

# Preliminary Construction Budget

March 4, 2025

**To:** City of Chamblee Police Department  
3518 Broad Street  
Chamblee, GA 30341

**Project:** **RFP 2025-001PW**  
Public Works Office Renovation  
Construction Mgmt Services

Sunbelt Builders, Inc. appreciates the opportunity to submit this proposal for your Project. Please review the brief description below and call with any questions you may have.

## **Project Planning**

Pre-Construction Services	\$2,500.00
Building Planning	
- Architectural and Structural	\$0.00
- Electrical, Mechanical and Plumbing	\$0.00
Tap Allowance	By Owner
Permit Allowance	By Owner
3rd Party Testing & Inspections	By Owner
<b>Planning Total</b>	<b>\$2,500.00</b>

## **Building Construction**

Div. 01 - General Conditions	\$220,465.00
Div. 01 - General Requirements	\$56,085.00
Div. 02 - Existing Conditions	Not Required
Div. 03 - Concrete	\$26,550.00
Div. 04 - Masonry	Not Required
Div. 05 - Metals	\$7,500.00
Div. 06 - Wood & Plastics	\$53,096.00
Div. 07 - Thermal & Moisture Protection	\$11,375.00
Div. 08 - Openings	\$94,341.00
Div. 09 - Finishes	\$190,423.00
Div. 10 - Specialties	\$41,765.00
Div. 11 - Equipment	\$14,068.00
Div. 12 - Furnishings	By Owner
Div. 13 - Special Construction	\$2,600.00
Div. 14 - Conveying Systems	Not Required
Div. 21 - Fire Suppression	Not Required
Div. 22 - Plumbing	\$161,220.00
Div. 23 - HVAC	By Owner

Public Works Office Reno

Page 2 of 10

Div. 26 - Electrical	\$185,000.00
Div. 27 - Communications	<i>By Owner</i>
Div. 28 - Electronic Safety & Security	<i>By Owner</i>
Div. 31 - Earthwork	\$2,620.00
Div. 32 - Exterior Improvements	\$3,750.00
Div. 33 - Utilities	<i>Not Required</i>
Contractor's Fee	\$85,869.00
<b>Building Total</b>	<b>\$1,156,727.00</b>

**Project Total      \$1,159,227.00**

## Alternates & Exclusions

**Exclusions:**

See Schedule of Values Breakdown on Following Pages.

Acceptance of proposal - The above prices, descriptions, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.  
Sunbelt Builders, Inc. will invoice each month for work in place. Net 15 days from date of invoice.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



10641 HIGHWAY 36  
COVINGTON, GEORGIA  
30014  
t 770.786.3031  
f 770.786.3046

## Chamblee Public Works Office Renovation SOV Breakdown March 4, 2025

Item	Description	Unit	Quantity	Price	Amount
<b>00 Pre-Construction</b>					
01-2000	Pre-Construction Services				2,500.00
01-2200	Architectural / Structural Services				
01-2240	Plumbing & Mechanical Engineering				
01-2240	Electrical Engineering				
01-4200	Fees				By Owner
01-4300	Permit Requirements				By Owner
01-4500	Testing & Inspection Services				By Owner
	Total Pre-Construction				2,500.00
<b>01 General Conditions</b>					
01-2700	Payment & Performance Bonds	LS	1	11,305.00	11,305.00
01-2800	Builders Risk Insurance	LS	1	4,660.00	4,660.00
	General Liability	LS	1	2,500.00	2,500.00
01-3000	Construction Contingency	LS	1	15,000.00	15,000.00
01-3025	Project Executive	LS	1	10,000.00	10,000.00
01-3050	Project Manager	LS	1	44,000.00	44,000.00
01-3100	Project Supervision	LS	1	120,000.00	120,000.00
01-3200	Safety Director	LS	1	4,400.00	4,400.00
01-3300	Project Controller / Accounting	LS	1	7,600.00	7,600.00
01-3500	Project Photos	LS	1	1,000.00	1,000.00
	Total General Requirements				220,465.00
<b>01 General Requirements</b>					
01-3600	Expendable Tools	LS	1	2,800.00	2,800.00
01-3700	Rental Equipment	LS	1	3,250.00	3,250.00
01-5113	Temporary Electricity	LS	1	2,800.00	2,800.00
01-5136	Temporary Water	LS	1	800.00	800.00
01-5213	Field Offices & Sheds	LS	1	13,800.00	13,800.00
01-5219	Sanitary Facilities	LS	1	3,000.00	3,000.00
01-5813	Temporary Project Signage	LS	1	3,250.00	3,250.00
01-7123	Temporary Labor	LS	1	10,000.00	10,000.00
01-7419	Construction Waste & Disposal	LS	1	5,600.00	5,600.00
01-7423	Final Cleaning	LS	1	7,585.00	7,585.00
01-7424	Site Pressure Washing	LS	1	750.00	750.00
01-7800	Closeout Submittals	LS	1	1,500.00	1,500.00
01-7900	Demonstration & Training	LS	1	950.00	950.00
	Total General Requirements				56,085.00

BETTER BY DESIGN

<b>03 Concrete - Slab on Grade</b>					
03-1000	Concrete Forming	LS	1	6,750.00	6,750.00
03-3000	Cast-in-Place Concrete Material	LS	1	7,525.00	7,525.00
03-1500	Concrete Accessories	LS	1	625.00	625.00
03-2000	Concrete Reinforcing	LS	1	7,500.00	7,500.00
03-2200	Fabric & Grid Reinforcing Material	LS	1	500.00	500.00
03-3700	Concrete Pump	LS	1	1,050.00	1,050.00
03-1123	Aggregate Base Course	LS	1	2,600.00	2,600.00
	Total Concrete				26,550.00
<b>05 Metals</b>					
05-1000	Structural Metal Framing	LS	1	7,500.00	7,500.00
	Total Metals				7,500.00
<b>06 Woods &amp; Plastics</b>					
06-1000	Rough Carpentry & Blocking	LS	1	2,750.00	2,750.00
06-1100	Wood Framing & Blocking - Material	LS	1	2,750.00	2,750.00
06-4100	Architectural Wood Casework	LS	1	47,596.00	47,596.00
	Total Woods & Plastics				53,096.00
<b>07 Thermal &amp; Moisture Protection</b>					
07-2400	Blend Walls at New Openings	LS	1	7,500.00	7,500.00
07-7113	Wall Stencil	LS	1	625.00	625.00
07-9200	Joint Sealants	LS	1	3,250.00	3,250.00
	Total Thermal & Moisture Protection				11,375.00
<b>08 Openings</b>					
08-1000	Doors & Hardware Install	EA	1	9,600.00	9,600.00
	Hollow Metal Frame Install	EA	1	2,400.00	2,400.00
08-1100	Doors, Frames & Hardware - Material	EA	1	6,250.00	6,250.00
08-1400	Wood Doors - Material	EA	1	10,917.00	10,917.00
08-7000	Hardware - Material	EA	1	11,800.00	11,800.00
08-3323	Overhead Coiling Doors	EA	1	6,224.00	6,224.00
08-4300	Storefronts	EA	1	47,150.00	47,150.00
	Interior Glass Glazing				Included
	Total Openings				94,341.00
<b>09 Finishes</b>					
09-0505	Interior Demolition	EA	1	11,436.00	11,436.00
09-0561	Moisture Vapor Emission Testing				Included w/ Flooring
09-2216	Drywall / Metal Framing / ACT	EA	1	90,440.00	90,440.00
09-3113	Thin-set Tiling				Included w/ Flooring
09-5123	Acoustical Tile Ceilings	EA	1	8,760.00	8,760.00
09-6136	Concrete Floor Polishing				Included w/ Flooring
09-6513	Resilient Base				Included w/ Flooring
09-6813	Carpet Tiles	EA	1	47,784.00	47,784.00
09-9100	Painting	EA	1	32,003.00	32,003.00
	Total Finishes				190,423.00



<b>10 Specialties</b>					
10-1423	Panel Signage				<i>By Owner</i>
10-2113	Toilet Compartments	EA	1	5,480.00	5,480.00
10-2813	Toilet Accessories	EA	1	2,860.00	2,860.00
10-4416	Fire Protection Cabinets	EA	1	500.00	500.00
10-4416	Fire Extinguishers	EA	1	750.00	750.00
10-5113	Lockers	EA	1	32,175.00	32,175.00
	Total Specialties				41,765.00
<b>11 Equipment</b>					
11-0000	Equipment				<i>By Owner</i>
11-3013	Residential Appliances	EA	1	6,568.00	6,568.00
11-4683	Ice Machines	EA	1	7,500.00	7,500.00
	Total Equipment				14,068.00
<b>12 Furnishings</b>					
12-4000	Furnishings				<i>By Owner</i>
	Total Furnishings				-
<b>13 Special Construction</b>					
13-3419	Pre-Engineered Metal Bldg - Materials	LS	1	2,600.00	2,600.00
13-3420	Pre-Engineered Metal Bldg - Erection				<i>Included</i>
	Total Special Construction				2,600.00
<b>22 Plumbing</b>					
22-0000	Plumbing	EA	1	161,220.00	161,220.00
	Selective Demolition for Plumbing				<i>Included</i>
	Total Plumbing				161,220.00
<b>23 HVAC</b>					
23-0000	HVAC				<i>By Owner</i>
	Selective Demolition for HVAC				<i>By Owner</i>
	Building Controls				<i>By Owner</i>
	Total HVAC				-
<b>26 Electrical</b>					
26-0000	Electrical	EA	1	185,000.00	185,000.00
	Selective Demolition for Electrical				<i>Included</i>
	Packaged Generator Assembly				<i>Included</i>
	Automatic Transfer Switch				<i>Included</i>
	Total Electrical				185,000.00
<b>27 Communications</b>					
27-1000	Structured Cabling & Racks				<i>By Owner</i>
27-2000	Data Communications				<i>By Owner</i>
27-2000	Voice Communications				<i>By Owner</i>
	Total Communications				-
<b>28 Electronic Safety &amp; Security</b>					
28-4620	Fire Alarm System				<i>By Owner</i>
	Total Electronic Safety & Security				-

<b>31 Earthwork</b>					
31-2514	Temporary Grassing	EA	1	2,250.00	2,250.00
31-3116	Termite Control	EA	1	370.00	370.00
Total Earthwork					2,620.00
<b>32 Exterior Improvements</b>					
32-1623	Transformer/ Generator Pad	EA	1	3,750.00	3,750.00
Total Exterior Improvements					3,750.00
	Contractor's Fee	LS	1	85,869.00	85,869.00
Project Total					1,159,227.00