



November 22, 2024

**REQUEST FOR PROPOSAL  
RP001-25**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified contractors for a **Construction Manager at Risk for the Construction of Gwinnett County New Police Headquarters Project** for the Department of Support Services.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 P.M. local time on Tuesday, January 7, 2025** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

A pre-proposal conference is scheduled for **10:00 A.M. on Tuesday, December 17, 2024** at the Gwinnett County Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046, inside the Dogwood Conference Room. All contractors are urged to attend.

Questions regarding proposals should be directed to Alexis Mckennery, Purchasing Associate II at [alexis.mckennery@gwinnettcounty.com](mailto:alexis.mckennery@gwinnettcounty.com) no later than **3:00 P.M. on Friday, December 20, 2024**. Proposals are legal and binding upon the vendor when submitted. One unbound 8 ½" x 11" single sided marked "original", five (5) exact copies minus the fee proposal, one (1) electronic copy on a flash drive (labeled Technical), one (1) hard copy of the cost proposal should be submitted. **Cost Schedule should be submitted in a separate sealed envelope.**

All suppliers must submit with bid, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total bid. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Successful supplier will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company should be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. **The bid bond, payment bond, and performance bond must have an A.M. Best rating of A-5 or higher.**

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities, and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, [www.gwinnettcounty.com](http://www.gwinnettcounty.com) and companies submitting a proposal will be notified via email.

We look forward to your proposal and appreciate your interest in Gwinnett County.

**Alexis Mckennery  
Purchasing Associate II**

**CONSTRUCTION MANAGER AT RISK FOR THE PRECONSTRUCTION AND CONSTRUCTION OF  
GWINNETT COUNTY NEW POLICE HEADQUARTERS PROJECT**

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## CONSTRUCTION MANAGER AT RISK FOR THE PRECONSTRUCTION AND CONSTRUCTION OF GWINNETT COUNTY NEW POLICE HEADQUARTERS PROJECT

### I. INTRODUCTION

The Gwinnett County New Police Headquarters Project is a new facility located at 800 Hi Hope Road, Lawrenceville, GA. This project is funded by the 2023 Special Purpose Local Option Sales Tax (SPLOST) funds. This project is a new multi-story 130,000 square foot facility and a parking structure for approximately 575 vehicles and all associated work to include the demolition of the existing Police Headquarters to make space for the new parking structure. This will be a phased project as the new Police Headquarters must be constructed and occupied so the existing Police Headquarters can be demolished before the new parking structure can be built. Refer to the Design Narrative in Appendix A.

The project will incorporate green building strategies and will be designed and built to achieve LEED Certification through the U.S. Green Building Council.

### II. PROJECT DESCRIPTION

#### A. Basic Program and Design

The Gwinnett County Department of Support Services (DoSS) is soliciting competitive sealed proposals for Construction Manager at Risk (CMaR) or (CMAR) delivery method for the Preconstruction and Construction of Gwinnett County New Police Headquarters. All work will be located at 880 Hi Hope Road, Lawrenceville, Georgia.

Precision Planning Inc. (PPI) is the Architect and Engineer responsible for design of the project.

#### B. Construction Budget and Schedule

The design and construction schedule for the Gwinnett County New Police Headquarters will be developed as part of the pre-construction services for this project. It is anticipated, the Preconstruction services will be seven (7) months with a construction duration of this facility of thirty (30) months. The cost objective is a critical aspect of this request for proposal. Preliminary estimating indicates a project construction cost objective of **\$71,000,000.00** inclusive of the Construction Manager's fee for profit, corporate overhead, and mark-ups. The Owner will expect the selected respondent to deliver the project as economically as possible while staying as close as possible to the current design intent and development program. The Owner will procure the purchase and installation of all furniture and equipment with the assistance of the Construction Manager.

### III. SCOPE OF WORK

Construction management services will include a variety of preconstruction services to assist the Architect and Owner in design, budgeting, scheduling/phasing of the project; and construction services under a Guaranteed Maximum Price (GMP) delivery approach. The construction process is expected to involve open-book pricing exercises by the Construction Manager. The Construction Manager at Risk contract will be awarded with a fixed fee for preconstruction services and a percent of the Guaranteed Maximum Price (GMP) as the Contractor's Fee. This fixed percentage will also be applied to all additive/deductive change orders outside of CM Contingency use.

The Construction Manager's services are described at length and in detail in the sample Agreement between Owner and Construction Manager as Constructor included herein. All proposing construction management firms are urged to read this Agreement (and the scope of work detailed below) carefully, for they establish the scope of services required under this request for proposal. **Any exceptions taken by the proposing firms to**

**this proposed Agreement and the associated general conditions of the Contract for Construction, also included herein, must be presented to the County for consideration by the cutoff for questions date stated in the invitation, prior to the opening of proposals.**

The Construction Manager will actively participate with the Architect, Owner, and their consultants during the preconstruction phase services. Anticipated preconstruction services under a lump sum fixed fee include, but are not limited to: cost estimating, scheduling, assisting with selection of construction systems, methods, materials, and constructability analysis. The Owner expects construction manager attendance at design team meetings throughout the remaining design phase of the project.

The subsequent construction phase services to be provided by the Construction Manager will include all procurement, construction and construction management services required to deliver the completed project based on a Guaranteed Maximum Price (GMP) basis. Once a GMP Agreement has been reached, the GMP Agreement will be presented to the Gwinnett County, County Administrator, for approval and authorization.

The following is a list of some, but not all, of the representative services to be provided by the Construction Manager:

**A. Preconstruction and Design Phases**

1. Develop a provisional critical-path method (CPM) project schedule.
2. Develop requirements for safety, quality assurance, and schedule adherence.
3. Perform constructability and maintainability reviews.
4. Provide detailed construction cost estimates to achieve Owner's budget.
5. Develop a construction budget (schedule of values) to be maintained throughout construction.
6. Prepare scoping documents and sample contracts for subcontractors for review with Owner and Architect for each scope of work within the GMP(s).
7. Develop, maintain, and update the project schedule.
8. Regularly attend project planning, design, and coordination meetings with Owner and Architect as required. This includes monthly LEED meetings.
9. Develop a list of bidders for each scope of work. A minimum of three (3) subcontractors will be identified for each scope of work for Owner and Architect review and written approval.
10. Assist in permitting processes.
11. Develop a Guaranteed Maximum Price (GMP)(s) for construction.

**B. Bidding and Award Phase**

1. Prepare bid packages based on Owner and Architect approved scoping documents, and contracts for subcontractors.
2. Develop requirements to ensure schedule, cost, and quality control during construction.
3. Provide a provisional CPM construction schedule for issuance with bid packages.
4. Solicit bids from Owner and Architect approved list of prospective bidders for each individual bid package.
5. Schedule and conduct pre-bid conferences in conjunction with Owner and the Architect.
6. Advertise and distribute bid documents.
7. Monitor bidder activity.
8. Review and analyze bids. Make recommendations for subcontractor selection for the Owner's approval. A minimum of three (3) bids is required for each scope of work and bid tabulation must be included in the submitted GMP(s).
9. Award contracts to owner-approved subcontractors and suppliers.
10. Maintain and update the project schedule.

**C. Construction Phase**

1. Provide and maintain qualified and sufficient onsite staff, acceptable to Owner, for construction management at risk services.
2. Actively manage the construction of the project as the Construction Manager. Construction site is to be kept in a clean and orderly condition with all food and water to be confined to a designated location on the job site.
3. Establish and maintain administrative and supervisory requirements necessary for coordination of the work for the duration of the construction.
4. Develop and maintain a detailed CPM schedule for submittals, materials delivery, testing and inspections, construction, and occupancy.
5. Perform work by own forces as required and supervise the work of subcontractors.
6. Provide a project safety plan to meet OSHA requirements. Monitor subcontractors' compliance without relieving them of responsibility to perform. Work in accordance with the best acceptable practices.
7. Conduct and record job meetings with Owner and Architect and distribute meeting minutes for review.
8. Scheduled and attend monthly LEED coordination meetings.
9. Prepare and submit potential change proposals, potential CM Contingency Use proposals, potential Allowance Use proposals, and other change order documents for written approval of the Architect and Owner.
10. Maintain a system for review and approval of shop drawings.
11. Maintain records and logs, i.e., Buyout, CM Contingency, Allowances, RFI, Submittals, etc., and submit daily reports, biweekly reports, formal monthly reports, and logs to the Architect and Owner.
12. Maintain quality control and ensure conformity to construction documents.
13. Provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.
14. Maintain record documents on site. Update on a continuous basis.
15. Maintain surrounding streets and parking lots in full operation during the entire length of the construction project.
16. Coordinate construction activities with neighboring building operations and functions.
17. Coordinate construction staging plans with Owner and the Architect.
18. Coordinate the installation of owner provided furniture and equipment, including data networking, audio visual, access control, and security cameras.
19. Coordinate and schedule the services of Owner provided independent testing laboratories and provide the necessary testing of materials to ensure conformance to contract requirements.
20. Provide CM punch list documentation at Substantial Completion.
21. Develop as-built drawings and deliver to Architect for inclusion into a CAD disk to be submitted by the Architect for maintenance and operations use.
22. Coordinate post-completion activities including the punch list completion, assembly of guarantees, manuals, close-out documents, and training for Owner's final acceptance. All post-construction activities to be completed within 120 calendar days of Substantial Completion.

**D. Warranty Phase**

1. Coordinate and monitor the resolution of remaining punchlist items.
2. Coordinate, monitor, and resolve all warranty complaints to the satisfaction of Owner during the one-year general warranty period.
3. Participate in 11-month warranty walk-through with Owner and Architect and address warranty items as required.

**E. Project Information Management Software**

1. **The Construction Manager will utilize e-Builder, the County's web-based Project Management System, for all project correspondence including but not limited to budget, schedules, RFI's, ASI's, submittals, invoices, contract modifications, meeting minutes, daily logs, etc. The County will not pay for any other PIMS as part of General Conditions. Any PIMS outside of e-Builder will be at CMAr's own expense.**

**IV. PROPOSAL SUBMISSION INSTRUCTIONS****A. General Requirements**

1. Individuals, firms, and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any elected official or County representative without permission of the purchasing associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If it is determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. This is to ensure that all prospective respondents have the same level of knowledge relative to the project as well as ensuring that any additional data or information is made available to all proposers.
2. All questions and requests for additional information shall be addressed to Alexis Mckennery, Purchasing Associate II, Gwinnett County Purchasing Division via email at [alexis.mckennery@gwinnettcountry.com](mailto:alexis.mckennery@gwinnettcountry.com) **no later than Friday, December 20, 2024 at 3:00 P.M.**
3. The proposing company shall submit one (1) unbound original proposal, clearly marked as the "original," five (5) bound copies, and one (1) thumb drive in Adobe PDF format without the pricing information. Proposals shall be submitted in a sealed envelope or package. Within this envelope/package, the cost proposal must be enclosed in its own envelope, marked "**Cost/Fee Proposal**" on the outside of the envelope and sealed to keep it separate from other proposal components. All copies of the proposal document should be identified with the proposal number and title, date of opening, and the proposing company's name. All copies of the proposal must be identical. The proposals should be signed in ink by a company official who has the authorization to commit company resources and bind the company to the proposal. The full cost of proposal preparation is to be borne by the proposing firm.
4. Proposals shall be submitted in a sealed envelope/package. The envelope/package shall be addressed to Gwinnett County Purchasing Division, Gwinnett Justice and Administration Center, Second Floor, 75 Langley Drive, Lawrenceville, Georgia 30046 **and be identified with the proposal number, date of opening, and company name on the outside.**
5. Proposals submitted are not publicly available until an award is made by the Gwinnett County Board of Commissioners. All proposals and supporting materials, as well as correspondence relating to this request for proposal, become the property of Gwinnett County when received. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.
6. Gwinnett County reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the scope of services, and to waive any technicalities as deemed in its best interest. Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

7. Gwinnett County request for proposal documents or notices of how to obtain the proposal are posted on the Gwinnett County website in PDF format for interested parties to download at [www.gwinnettcountry.com](http://www.gwinnettcountry.com). It is the sole responsibility of all interested parties to ensure that they read the entire content of the Request for Proposal, download and read any applicable addenda for a solicitation via the Gwinnett County website.

## B. Proposal Content

The proposal shall be responsive to the specific range of issues described in this request for proposal. Proposing firms are asked to read the request for proposal carefully to ensure that they address the specific requirements of the request and submit all requested information. Proposing firms will be evaluated and scored based on the information provided in their proposals as it relates to this request. Any additional information provided by the proposing firms will not be considered and is discouraged. The proposal shall be organized in the order and format described below. Each proposal shall include the following information:

### 1. **Background and Qualifications of Company and Staff – Up to 25 Points**

Provide the full legal name of the company and information on the company's principal business office, satellite offices, and location(s) from which services will be provided on the project. Provide a narrative description of the company's history, purpose, range of services, resources, operating philosophy, financial stability, and past and current business activities. Also include the company's Experience Modification Rate (EMR), and a statement as to whether the company has been involved in construction litigation during the past four years. If the answer to this question is yes, provide a description in specific terms.

Provide a description of the personnel resources and qualifications of the company to carry out the scope of work, both in terms of preconstruction services and construction services. This experience and expertise may be shown either within the company's in-house staff, or through the use of sub-consultants. In team submissions, the prime company must show its experience in working with the other team members. The representation of resources and qualifications should include a Project Organization Chart that will identify all the key personnel involved in the project and their respective roles. Resumes shall be included on all such personnel and in particular, the qualifications and personal experience of the Principal-in-Charge, the Project Manager, Superintendent, Estimator and Scheduler. The requirement for resumes applies to in-house personnel and all sub-consultants to the Construction Manager. Make certain that the resumes and descriptions of experience accurately and clearly state the roles played by the individuals on particular projects and whether the experiences were with the current or a former firm. When possible, indicate the year in which a key referenced project for an individual was completed. Also indicate the percentage of the Project Manager's time that will be devoted to this project.

(The submitting Construction Manager, although referred to herein as a single company, may be a Joint Venture arrangement. If the proposing entity is a Joint Venture, the information requested in this paragraph and elsewhere in this section must be provided for each firm in the Joint Venture. The participants in the Joint Venture also must have prior experience working together and must describe this experience in the proposal.)

### 2. **Experience with Construction Manager at Risk Project Type and Documentation of Company's Related Capabilities- Up to 25 Points**

Provide a comprehensive and detailed description of the company's experience with the Construction Manager at Risk delivery system or any related experience or capabilities, including LEED experience. Include information on preconstruction services as well as construction phase experience. List all projects the firm completed in the past 10 years of similar size and scope and

indicate if the Construction Manager at Risk method was used or another delivery method that demonstrates capabilities; and highlight those of a similar size, scope and complexity as that proposed in the request for proposal, including projects involving interior and exterior renovation work and sustainable building certifications, i.e., LEED. Additional references/examples for work now underway may also be included. Whenever possible, the experience should correspond with the experience of key project personnel. Proposals without such corresponding relationships, or with referenced projects that fail to meet the above criteria or are outside of the requested timeframe, will be scored lower. It is the responsibility of the proposing firm to provide current phone number, email address and contact information.

Describe the company's or team's special capabilities and resources in the Construction Manager at Risk field and what sets the company apart or contributes to its ability to implement this particular project. In this description, indicate the tools and techniques that were successful during design and construction delivery.

**3. References – Up to 10 Points**

Provide references for at least three (3) of the completed projects listed in section 2 with a similar type and scope as the proposed project. At least two (2) references should be for new construction projects, and at least one (1) of these should include sustainable building certification. Each reference should include the project name, location, size, description, date of completion, project cost, photograph, and a contact person with phone number, email address and physical address. The contact person should have thorough knowledge of the company's role and performance. These specifically requested references should be for work completed within the last ten (10) years. Provide clear, color photographs of five completed projects that demonstrate the company's construction capabilities. The photographs should include exterior, interior, and site depictions. **References will be contacted. If references cannot be reached or information is not correct, or there is a failure to meet any of the criteria described above, it will result in a lower score.**

**4. Project Approach/Organizational Management/Schedule– Up to 20 Points**

Describe the company's proposed approach to preconstruction services and how the project team will be organized and will function with DoSS and the Architect. Address the working relationship with Owner and Architect, communication processes and techniques, cost estimating and budget management, scheduling, constructability analysis, review of drawings and specifications, creation of scoping documents, subcontractor solicitations, and sustainability activities. Also describe the company's proposed approach to the construction process, including obtaining pricing, scheduling, and phasing the work as required, handling on-site logistics and circulation, managing subcontractors, providing quality control, controlling costs, providing quality control and ensuring job safety.

Describe the equipment, software, tools, and technology that would be used or proposed for use on this project and indicate how these add value to the design and construction processes. Indicate experience with and results obtained from these on past construction projects.

Include a preliminary schedule for the project which shall clearly indicate the total duration of construction activities for each anticipated phase from notice to proceed to substantial completion, building occupancy, and final project closeout.

**5. Cost Proposals (To be submitted in a separate sealed envelope)- Up to 20 Points**

The proposing company shall provide two Cost/Fee Proposals, one for Preconstruction Services, and one for Construction Services. The Cost Proposal for preconstruction services will be a lump sum fee covering all of the company's expected costs for the services described in the Request for Proposal and the sample Agreement attached hereto. These costs shall include the personnel fees and reimbursable expenses of the prime company and any sub-consultant expenses. This Cost Proposal cannot be qualified or subject to exceptions. While this fee is an important



criterion, a fee skewed unusually low or high in relation to the other proposals, or the failure to demonstrate that the fee is adequate for the required work, may result in a reduction in the score. The second Cost Proposal is for Construction Services and shall be the company’s proposed percent fee for Profit and Corporate Overhead and Mark-Ups for added or deducted work to be applied to construction costs in determining the company’s Guaranteed Maximum Price (GMP).

**6. Interview – Up to 20 Points**

Upon completion of the first phase of the evaluation process, the selection committee may choose to conduct interviews. If so, the short-listed firms will be notified of the requirements for a presentation/interview and will be provided the schedule and subject matter for this evaluation item.

**V. SELECTION PROCEDURE AND EVALUATION CRITERIA**

The Proposals will be evaluated to select the company or team that rates highest according to the criteria listed below. The County will evaluate Proposals based on the first four criteria and score and rank the proposing firms. The County may shortlist proposing firms before opening the Cost Proposals. The fee schedules of the short-listed firms will be opened and scored.

The County may then shortlist again and invite firms to interview. Interviews and presentations will be conducted, if determined to be necessary. The selection committee will tabulate the results of the interviews with the previous scoring from Phase I. This scoring will be the final element considered in selecting the Construction Manager for the required services. After this final scoring, the short-listed firms will again be ranked and the highest scoring firm or team will be determined. Gwinnett County reserves the right to negotiate scope and/or pricing with all firms who submitted proposals reasonably susceptible of being selected. If an Agreement cannot be reached with the highest scoring firm, the County may negotiate with the next highest scoring firm and so on until an Agreement is reached. Once an Agreement is reached, the selection committee will then make a recommendation of contract award to the Board of Commissioners.

Proposals will be evaluated based on their relative responsiveness to the criteria described in Section IV, Item B (Proposal Content) and with those criteria’s values weighted as shown below:

**POINTS & SELECTION CRITERIA**

<b>Phase I</b>	<b>Points</b>
1. Company background and qualifications and experience of the company or team, and key staff members to be assigned to the project	25
2. Firm’s experience with Construction Manager at Risk delivery and project type relevant experience and capabilities	25
3. References	10
4. Project approach, organizational management, and schedule	20
<b>Phase II</b>	
5. Cost/fee proposal (To be submitted in a separate-sealed envelope)	20
<b>Total Points</b>	<b>100</b>
<b>Phase III</b>	
6. Optional presentation and interview	20
<b>Total Points</b>	<b>120</b>

**INSURANCE**

The selected Construction Manager will be responsible for providing evidence of the insurance coverage as required in the provisions of this request for proposal, and for maintaining said insurance throughout the project. Professional insurance will be required during the preconstruction phase. Prior to the construction phase beginning, construction insurance will be required. It will also be the responsibility of the awarded firm to maintain the appropriate level of insurance throughout the construction period.

**BONDING**

A Bid Bond is required for this proposal in the **amount of 5% of the "Base Amount for Preconstruction Services"** as indicated on the Cost/Fee Proposal page. Gwinnett County requests that the proposers use the form provided herein, a certified check or cashier's check.

The successful contractor is required to furnish bonds covering faithful performance of the contract (a Performance Bond) and payment of obligations arising thereunder (a Payment Bond) as a condition for the execution of the contract. The bonds shall be in the forms contained in the solicitation document. The surety company providing the bonds must have an A.M. Best Rating of A-12 or higher.

Within ten (10) calendar days of the execution and acceptance of the Guaranteed Maximum Price for the Construction Manager's initial construction phase of the project, and prior to commencement of any work on the project, the Construction Manager shall provide Payment and Performance Bonds in the penal sum equal to one hundred percent (100%) of the contract sum. Examples of Increase Riders for the Performance Bond and Payment Bond are included in the Request for Proposal package.

**CONTACT INFORMATION**

For questions or requests for more information, contact:

**Alexis Mckennery, Purchasing Associate II**  
**Department of Financial Services -Purchasing Division**  
**75 Langley Drive**  
**Lawrenceville, Georgia 30046-6935**  
**Phone: 770-822-8741**  
**Email: [alexis.mckennery@gwinnettcountry.com](mailto:alexis.mckennery@gwinnettcountry.com)**

**FAILURE TO SUBMIT THIS PAGE AS PART OF THE PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.**

**FEE PROPOSAL**

**(SUBMITTED IN A SEPARATE ENVELOPE WITHIN PROPOSAL PACKAGE-1 COPY ONLY)**

The proposer has carefully examined and fully understands the request for proposal, contract and other documents hereto attached, and has made a personal examination of the site of the proposed work, and is satisfied to the actual conditions and requirements of the work, and hereby proposes and agrees that if the proposal is accepted, will contract with Gwinnett County according to the proposal documents entitled **RP001-25, Construction Manager at Risk for the Construction of Gwinnett County New Police Headquarters**, as well as the existing conditions of the project, and conditions affecting the work, and the undersigned proposes to furnish the Preconstruction Services as required by them in accord with said documents, for the sum as follows:

1. (\$\_\_\_\_\_) which sum is hereinafter called "Base Amount for Preconstruction Services."
2. In addition to the Base Amount for Preconstruction Services, Proposer submits a percentage fee for Profit, Corporate Overhead, and Mark-ups applied to additive and deductive work to be included in the Guaranteed Maximum Price of (\_\_\_\_%). For evaluation purposes, this fee shall be applied to the estimated construction cost of **\$71,000,000.00**.

**General Conditions I General Requirements Cost Matrix**

The intent of this matrix is to provide an outline as to where Gwinnett County considers items that generally fall within General Conditions are to be categorized, and not an all-inclusive list of items that are specific to the requirements of this particular project. This is just a guide to give your firm direction on where Items identified within the list will be allocated when preparing your proposal.

Items	General Conditions	General Requirements	Cost of Work Competitively Bid	Allowances	Fee
Personnel Stationed Off-Site					√
<b>Full-time Project Management Staff on Site:</b>					
Project Executives	√				
Senior Project Managers	√				
Project Managers	√				
Project/Office Engineers	√				
Quality Managers	√				
BIM Specialists	√				
Commissioning Coordinators/Supervisors	√				
MEP Coordinators	√				
General Superintendents	√				
Superintendents	√				
Safety Supervisor/Manager	√				
Office Manager	√				
Administrative Assistant	√				
<b>Field Office:</b>					
Trailers: Set-up/Maintaining/Repairs/Rental/Demob.	√				
Temporary Site: Roads/Parking Areas <i>(incl. maintaining &amp; removal)</i>	√				
Fencing: Site & Field Office Compound	√	√		√	
Fencing Maintenance: Site & Field Office Compound	√				
Utilities: Infrastructure Installation, Maintenance/Repairs & Demob.	√				
Utilities: Monthly Construction Costs	BY GWINNETT COUNTY				
Janitorial Services	√				
Sanitation Services	√				
Office Security System/Monitoring	√				
Security Personnel: Site & Field Office Compound	√				
Furniture	√				
Network Equipment at Site	√				
Internet Service	√				
Phone System at Site: Equipment and Service	√				
Printers/Plotters/Projectors	√				
Office Supplies	√				
Water/Coffee Service	√				
Postage	√				
Fed-X/Courier Service	√				
Copy Machine and Paper	√				
<b>Jobsite Vehicles:</b>					
Superintendent	√				
Fuel <i>(limit to \$200/month/vehicle)</i>	√				
Routine Maintenance & Major or Minor Repair					√
Other General Conditions <b>Full Time</b> Site Personnel Vehicles: Sr. PM/PM/Safety/Etc.: <i>(Do not include in base salary rate)</i>	√				

Safety Equipment/Supplies/Etc.:					
PPE (Hardhats, Safety Vests & Glasses)	✓				
First Aid Supplies/Equipment	✓				
Drug Screening	✓				
Safety Training	✓				
Safety Incentive Program	✓				
Badge/Identification	✓				
Background Checks	✓				
Temporary Fire Extinguishers	✓				
Miscellaneous Items:					
Job Signs	✓				
Project Sign (\$3,000 to \$5,000 max.)		✓			
Radio/Jobsite Communication	✓				
Storage/Connex	✓				
Temporary Toilets	✓				
Printing & Reproduction	✓				
Project Progress Photos	✓				
Arial Photos/ Job Website Camera	✓				
As-Built/O&M/Close-out Documentation (Electronic Only)	✓				
Cell Phones – Full-Time Site Personnel	✓				
Personnel Computers (Laptops and Desktops)	✓				
Field Tablets – iPad	✓				
SWPPP (including maintenance)	✓				
Survey		✓			
Street Sweeping/Cleaning		✓			
Traffic Control Flagman/Barricades		✓			
Independent Testing & Inspections	BY GWINNETT COUNTY				
CM General Carpentry (not performed in subcontracts)		✓			
- Temporary Weather Protection		✓			
- Sidewalk Tunnel Covers		✓			
- Perimeter Protection		✓			
- Protect Floor Openings		✓			
- Overhead Protection		✓			
- Temporary Stairs		✓			
Field Engineering (not performed in subcontracts)		✓			
- Labor		✓			
- Equipment		✓			
- Line & Grade Supplies		✓			
CM Construction Clean-Up (not performed in subcontracts)		✓			
- Clean-Up Foreman		✓			
- Daily Clean-Up Labor		✓			
- Daily Clean-Up Equipment & Supplies		✓			
Trash Haul Service		✓			
CM Rental Equipment			✓		
- Delivery Charges/Milage Fees/Fuel Surcharges			✓		
- Equipment Insurance			✓		
- Preventative Maintenance			✓		
- Major Equipment Repairs			✓		
- Equipment Fuel Consumption			✓		
Temporary Heating & Cooling Equipment/Labor		✓			
Personnel Hoisting			✓		

Scaffolding			✓		
Elevator Operators		✓			
Temporary Access Roads		✓			
Disconnecting and Installation of Owner's Existing Equipment			✓		
Moving of Owner's Existing Equipment			✓		
Storage of Owner's Existing Equipment			✓		
Tower Cranes			✓		
Crawler Cranes			✓		
Crane Mats/Pads			✓		
Dust Control			✓		
Dewatering/Water Pumping Costs ( <i>not performed in subcontracts</i> )		✓			
Final Clean - Site/Building			✓		
Building Permit	BY GWINNETT COUNTY				
Personnel Training/Personal Development					✓
Recruiting					✓
Partnering Costs					✓
Association Fees					✓
Travel ( <i>unless authorized by Gwinnett County</i> )					✓
Meals					✓
Relocation/Lodging/Per Diem Costs					✓
Project Scheduling Services	✓				
Parking/Mileage/Tolls					✓
MIS/IT Support/Data Processing/Software/Technology Fees/Equipment Allocations					✓
CM Misc. Small Tools & Consumables		✓			
Tool & Equipment Inventory Systems					✓
Peer Review Fees					✓
Warranty					✓
<b>Insurance &amp; Bonds:</b>					
General/Excess Liability	✓				
Builders Risk	✓				
CM Payment & Performance Bond ( <i>if required</i> )	✓				
CCIP and SubGuard – <b>NOT ALLOWED</b>					

**Total General Conditions:** \_\_\_\_\_ %

Notes:

1. General Conditions will be negotiated with the first GMP.
2. All General Conditions associated with the project shall be included in the table above. No additional General Conditions outside of the items listed above shall be permitted without prior written approval by the County.
3. No direct CM labor may be billed as Cost of Work without prior written approval by the County.
4. A Preconstruction Phase duration of **seven (7) months** and a Construction Phase duration of **thirty (30) months** has been assumed for proposal purposes. A shorter duration may be submitted in the CM's preliminary schedule, and proposed General Conditions may be decreased accordingly.
5. The County will not pay for Subcontractor Default Insurance.
6. The Construction Manager shall include in their General Conditions the costs to provide and operate an onsite office trailer for staff and storage as needed.
7. Items listed above are suggested and may be modified.

**Company Name** \_\_\_\_\_

FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.

FIRM INFORMATION  
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL DOCUMENTS)

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

Certification Of Non-Collusion in Proposal Preparation \_\_\_\_\_  
(Signature) (Date)

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Vendors" and all documents referred to therein. offers and agrees, if this proposal is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule.

Legal Business Name \_\_\_\_\_

Address \_\_\_\_\_

Does your company currently have a location within Gwinnett County? Yes  No

Representative Signature \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Contact Person (if someone other than the authorized representative listed above) \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.

REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

Note: References should be customized for each project, rather than submitting the same set of references for every project proposal. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

- 1. Company Name \_\_\_\_\_  
 Brief Description of Project \_\_\_\_\_  
 Completion Date \_\_\_\_\_  
 Contract Amount \$ \_\_\_\_\_ Start Dates \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_
  
- 2. Company Name \_\_\_\_\_  
 Brief Description of Project \_\_\_\_\_  
 Completion Date \_\_\_\_\_  
 Contract Amount \$ \_\_\_\_\_ Start Dates \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_
  
- 3. Company Name \_\_\_\_\_  
 Brief Description of Project \_\_\_\_\_  
 Completion Date \_\_\_\_\_  
 Contract Amount \$ \_\_\_\_\_ Start Dates \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_

COMPANY NAME \_\_\_\_\_





### CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the vendor, its affiliates or its subcontractors:

1. \_\_\_\_\_  
Company Submitting Bid/Proposal

2. Please select one of the following:

- No information to disclose (*complete only section 4 below*)
- Disclosed information below (*complete section 3 & section 4 below*)

3. If additional space is required, please attach list:

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

4. BY: \_\_\_\_\_  
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

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

(seal)

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance



**CONTRACTOR AFFIDAVIT AND AGREEMENT  
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners 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 the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
E-Verify \* User Identification Number

\_\_\_\_\_  
Date Registered

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

BY: \_\_\_\_\_  
Authorized Officer or Agent  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

<b>For Gwinnett County Use Only:</b> <b>Document ID #</b> _____ <b>Issue Date:</b> _____ <b>Initials:</b> _____
--

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## **BONDING AND CONTRACT REQUIREMENTS**

### **General Bond Requirements**

1. Bid Bonds - Amount of bond should be 5% of contract amount and submitted with your bid. Gwinnett County form Attached (Attachment A). Failure to use Gwinnett County Bid Bond Form may result in bid being deemed non-responsive and automatic rejection may occur.
2. Performance Bond - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount. **(MUST USE COUNTY FORM)**
3. Payment, Labor and Materials Bonds - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount. **(MUST USE COUNTY FORM)**
4. Bonding company must be authorized to do business by the Georgia Insurance Department.
5. An original/certified copy of the Bonding company's Certificate of Authority or Power of Attorney must be attached to bond. The Certificate of Authority may be obtained from the Georgia Insurance Department.
6. Bonding company must have a minimum AM Best rating of A-5 or higher as stated in Insurance Requirements.
7. Bonding Company must be listed in the Department of the Treasury's publication of companies holding Certificates of Authority as acceptable surety on Federal Bonds and as acceptable reinsuring companies. (Dept. Circular 570; 1992 Revision).
8. After bid opening, vendor has up to forty eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious error made in calculation of Bid. Withdrawal of Bid Bond for this reason must be done in writing within the forty eight (48) hour period. Bid Bond may not be withdrawn otherwise.

### **Contract Requirements**

1. Successful vendor is required to do the following within ten (10) days of notification.
  - A. Return to Purchasing Office contract documents executed by the principal of the company and attested by the secretary or assistant secretary.
  - B. Provide Insurance certificates as specified in the bid documents.
  - C. Provide bonding as required by the bid documents.
2. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the bid guaranty to Gwinnett County, not as a penalty, but as liquidation of damages sustained. At the discretion of the County, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised or constructed by County forces. The Contract and Contract Bonds shall be executed in duplicate.

**Gwinnett County, Georgia**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_

(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners  
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046  
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to Gwinnett County, Georgia, a proposal for furnishing materials, labor, and equipment for:

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Gwinnett County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Gwinnett County, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Gwinnett County, Georgia, and 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 Gwinnett County, 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.

**Gwinnett County, Georgia**

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

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

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
Resident or Nonresident Agent

\_\_\_\_\_  
(Address)

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

WINNETT COUNTY, GEORGIA

BOND # \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners

\_\_\_\_\_  
(Name of Oblige)

75 Langley Drive, Lawrenceville, Georgia 30046

\_\_\_\_\_  
(Address of Oblige)

hereinafter called Oblige;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of \_\_\_\_\_

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Oblige.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

**GWINNETT COUNTY, GEORGIA**

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]

**WINNETT COUNTY, GEORGIA**

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
Resident or Nonresident Agent

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

**BONDING AGENT CONTACT INFO**

Print Name\_\_\_\_\_

Company Name\_\_\_\_\_

E-Mail\_\_\_\_\_

Phone\_\_\_\_\_

**NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.**

**Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.**



**GWINNETT COUNTY, GEORGIA**

BOND # \_\_\_\_\_

**Performance Bond**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners  
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046  
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

**GWINNETT COUNTY, GEORIGIA**

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Principal)

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

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Resident or Nonresident Agent

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

**BONDING AGENT CONTACT INFO**

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

**NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.**

**Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.**

## PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

(For projects more than \$5,000,000.00)

**Insurance:**

Contractor shall provide evidence of insurance for at least the coverage and amounts set forth below. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Gwinnett County Board of Commissioners. The Contractor and their Subcontractor's/Vendor's Certificate of Insurance shall require that the County be notified in writing thirty (30) days prior to cancellation, modification or non-renewal of any insurance policy listed on Certificate. Upon request, Contractor shall provide the County with all required insurance policies.

**A. Minimum Coverage**

Commercial General Liability (Occurrence Form):

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsement CG 20 10 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) and CG 2037 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) must be provided with your Certificate of Insurance.)
- Primary and Non-Contributory Endorsement to be specified in writing
- Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
- Contractual Liability
- Broad Form Property Damage
- Severability of Interest
- Underground, explosion, and collapse coverage
- Personal Injury (deleting both contractual and employee exclusions)
- Incidental Medical Malpractice
- Hostile Fire Pollution Wording
- Include Waiver of Subrogation in favor of Gwinnett County Board of Commissioners
- If project or operations are within 50 ft of a railroad, Contractor is required to name the specific Railroad as an Additional Insured and provide a copy of the Additional Insured Endorsement CG2417 or its equivalent.
- In the event the General Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Automobile Liability to include:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

- Comprehensive form providing coverage for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of all owned, non-owned, leased, hired, borrowed vehicles, and any other statutorily required automobile coverage.
- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Coverage to include loading and unloading
- Contractual Liability

Worker's Compensation & Employer's Liability Coverage to include:

Workers Compensation	Georgia State Statutory Limits
Employers Liability	
Bodily Injury by Accident – Each Accident	\$500,000

- |  |           |
|--|-----------|
| Bodily Injury by Disease – Policy Limit  | \$500,000 |
| Bodily Injury by Disease – Each Employee | \$500,000 |
- Waiver of Subrogation in favor of Gwinnett County Board of Commissioners

Umbrella/Excess Liability Insurance with policy limits as determined by Contract Sums (Higher limits may be required depending on the extent of contract):

Contracts Over \$5,000,000 Each Occurrence and Aggregate Limit	\$10,000,000
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- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Concurrency of Effective Dates with Primary
- Blanket Contractual Liability
- Draw Down Feature
- Umbrella Policy must be as broad as the primary policy.
- Coverage excess over General Liability, Business Auto Liability, and Employers Liability
- In the event the Umbrella/Excess Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Builder's Risk Insurance or Installation Floater Insurance (With the exception for work where the County secures project Builders Risk)

On all new structures, bridges, overpasses, culverts, and railroad crossings, the Contractor shall purchase and maintain insurance in an amount sufficient to cover the full contract amount, from a company licensed and authorized to do business by the Office of Insurance and Safety Fire Commissioner (“Insurance Commissioner”), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.

Property Insurance

The Contractor is fully and solely responsible for any physical loss or damage to all tools, equipment, construction office trailers and their contents, vehicles or any other personal property utilized in the performance of Contractor’s work. Contractor agrees to waive its rights of recovery and cause its insurers, if any, to waive their rights of subrogation against Owner and Company for any such damage or loss, however caused.

Professional Liability (Errors and Omissions):

Claim/Wrongful Act: \$5,000,000 limit of insurance  
 General Aggregate: \$5,000,000 limit of insurance

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work, unless such coverage becomes unavailable in the market on a commercially reasonable basis, in which case the Contractor shall notify the Insurance Manager. If the Director of the Department for which the Contractor is doing the work and the Insurance Manager both agree that such coverage is not

- commercially reasonably available (such agreement not to be unreasonably withheld), the Contractor may for the period such coverage is not commercially reasonably available, elect not to provide such coverage.

Pollution Liability Insurance. (Applies if scope of work requires the handling and/or transportation of hazardous materials (including, but not limited to, asbestos, lead, silica, contaminated soil, or any other hazardous material as defined by applicable law. (Could add "or scope of work involves grading, concrete, de-watering, underground utilities, exterior insulation and finish systems (EIFS); fire protection; HVAC; plumbing; roofing; exterior siding, stucco, or skin of any type, flashing, installation of skylights, windows, storefronts, or exterior doors; waterproofing, exterior sheet metal; rough carpentry; or any other trades as The County may designate"), then the following Pollution Liability Insurance shall meet or exceed the following minimum requirements:

Per Incident Limit	\$1,000,000
Aggregate Limit	\$2,000,000

- Limits for Bodily Injury, Property Damage, Environmental Damage or Clean-Up Costs, including coverage for Non-Owned Disposal Sites.
- For Subcontractors whose scope of work includes transportation of hazardous materials, the insurance must also include coverage for pollution conditions arising from the transportation of hazardous materials.
- Whether written on an "Occurrence" basis or on a "Claims Made" basis, coverage shall either be renewed continuously or shall provide an extended claims reporting period of five (5) years or applicable statute of limitation period following completion of the work.
- Gwinnett County and their respective officers, directors and employees, and any other parties required by The County shall be Additional Insureds during the term of the subcontract agreement and through all applicable statutes of limitation and repose. The policy shall stipulate the insurance afforded to the Additional Insureds applies as primary insurance and that any other insurance carried by the Additional Insureds will be excess only.
- Additional Insured Endorsements must be provided with the Certificate of Insurance

Crane Insurance (Applies if any work to be performed involves the use of any owned, leased, chartered or hired crane of any type):

Occurrence Limit	\$5,000,000
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- Evidence of coverage in the form of a Certificate of Insurance shall be provided to The County prior to start of work.
- Gwinnett County Board of Commissioners and their respective officers, directors and employees, and any other parties required by The County shall be Additional Insureds.
- Additional Insured Endorsements must be provided with the Certificate of Insurance

Riggers Liability Insurance.

If any work to be performed involves the rigging, lifting, lowering or moving of property or equipment, then those parties performing such work shall carry Rigger's Liability Insurance in an amount adequate to insure against the physical loss or damage to the property or equipment in its care

Crime or Fidelity Insurance.

Limit of Insurance	\$1,000,000
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- The Contractor shall maintain employee dishonesty and computer fraud coverage including, but not limited to, dishonest acts of Contractor, its employees, agents, subcontractors and anyone under Contractor's supervision or control.
- Contractor shall be liable for money, securities, or other property of County
- Such coverage shall include an owner coverage endorsement for County and County shall be included as a loss payee.

Cyber Liability Insurance (Applies if scope of work includes the storage or transfer of any County data or sensitive data (including but not limited to personally identifiable, health, or payment card data) or the related hosting of database(s) or internet site(s)):

Limit of Insurance per Claim	\$1,000,000
Aggregate Limit	\$1,000,000

The Contractor shall maintain insurance coverage for network security and privacy risks, including, but not limited to, insurance for data breach or introduction of virus or malicious codes, consumer notification, whether or not required by law, forensic investigation, public relations and crisis management and credit or identity monitoring or similar remediation services, unauthorized access, failure of security information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties allowed by law.

Aviation Insurance. (Applies if scope of work requires the use of aircraft, including helicopters, unmanned aircraft systems (e.g., drones) and/or fixed-wing aircraft)

Maintain (or require aircraft owner or operator to maintain), and Contractor shall furnish proof of, Aircraft Liability insurance with minimum limits of \$10,000,000 per occurrence for bodily injury and property damage of all aircraft.

Unmanned aircraft systems, minimum limits of \$2,000,000 for bodily injury, property damage, and personal injury (including invasion of privacy) for unmanned aircraft systems, and guest voluntary settlement bodily injury coverage (for any aircraft except unmanned aircraft systems)

- Such policy shall include contractual liability covering all owned and non-owned aircraft
- If the party providing the Aircraft Liability insurance is not Contractor, then Contractor shall require such party to (a) waive any subrogation rights of recovery they and/or their insurance carriers may have against County and any other indemnified parties and (b) name County and such other parties as Additional Insureds
- The Contractor shall (or shall require aircraft owner or operator) to hire, employ, and utilize pilots certified by the Federal Aviation Administration to operate any such aircraft.

B. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an Additional Insured on General Liability, Auto Liability, Aviation (if applicable) and Umbrella Liability policies.

C. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.

D. Certificate Holder should read:

Gwinnett County Board of Commissioners  
 75 Langley Drive  
 Lawrenceville, GA 30046-6935

E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.

F. Insurance companies providing coverage should be licensed and authorized to do business by the Office of Insurance and Safety Fire Commissioner ("Insurance Commissioner"), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.

\*See above note regarding Professional Liability

- G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number.
- H. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify the compliance with these insurance requirements.
- I. All insurance coverage required to be provided by the Contractor will state that it is primary over any insurance program carried by the County.
- J. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- K. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as a to form and content has been filed with Gwinnett County. The ACORD Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
- L. The Contractor and its insurer(s) shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
- M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents is required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
- N. The Contractor shall make available to the County, through its records or records of its insurer, information regarding any claim related to a County project. Any loss run information available from the contractor or their insurer relating to a County project shall be made available to the County upon its request.
- O. Compliance by the Contractor and all Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability provisions under the Contract and any applicable law.
- P. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractor's industry.
- R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

#### Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as set forth in item E above.

## MAJOR CONSTRUCTION INSURANCE REQUIREMENTS

(For projects more than \$5,000,000.00)

**Insurance:**

Contractor shall provide evidence of insurance for at least the coverage and amounts set forth below. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Gwinnett County Board of Commissioners. The Contractor and their Subcontractor’s/Vendor’s Certificate of Insurance shall require that the County be notified in writing thirty (30) days prior to cancellation, modification or non-renewal of any insurance policy listed on Certificate. Upon request, Contractor shall provide the County with certified copies of all required insurance policies.

**A. Minimum Coverage**

Commercial General Liability (Occurrence Form):

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsement CG 20 10 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) and CG 2037 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) must be provided with your Certificate of Insurance.
- Primary and Non-Contributory Endorsement to be specified in writing.
- Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
- Contractual Liability
- Broad Form Property Damage
- Severability of Interest
- Underground, explosion, and collapse coverage
- Personal Injury (deleting both contractual and employee exclusions)
- Incidental Medical Malpractice
- Hostile Fire Pollution Wording
- Include Waiver of Subrogation in favor of Gwinnett County Board of Commissioners
- If project or operations are within 50 ft of a railroad, Contractor is required to name the specific Railroad as an Additional Insured and provide a copy of the Additional Insured Endorsement CG2417 or its equivalent.
- In the event the General Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Automobile Liability to include:

Combined Single Limit – Each Accident	\$1,000,000
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- Comprehensive form providing coverage for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of all owned, non-owned, leased, hired, borrowed vehicles, and any other statutorily required automobile coverage.
- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Coverage to include loading and unloading
- Contractual Liability

Worker’s Compensation & Employer’s Liability Coverage to include:

Workers Compensation	Georgia State Statutory Limits
Employers Liability	



- |   |           |
|---|-----------|
| Bodily Injury by Accident – Each Accident | \$500,000 |
| Bodily Injury by Disease – Policy Limit   | \$500,000 |
| Bodily Injury by Disease – Each Employee  | \$500,000 |
- Waiver of Subrogation in favor of Gwinnett County Board of Commissioners

Umbrella/Excess Liability Insurance with policy limits as determined by Contract Sums (Higher limits may be required depending on the extent of contract):

Contracts Over \$5,000,000 Each Occurrence and Aggregate Limit	\$10,000,000
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- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Concurrency of Effective Dates with Primary
- Blanket Contractual Liability
- Draw Down Feature
- Umbrella Policy must be as broad as the primary policy.
- Coverage excess over General Liability, Business Auto Liability, and Employers Liability
- In the event the Umbrella/Excess Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Builder's Risk Insurance or Installation Floater Insurance (With the exception for work where the County secures project Builders Risk)

On all new structures, bridges, overpasses, culverts, and railroad crossings, the Contractor shall purchase and maintain insurance in an amount sufficient to cover the full contract amount, from a company licensed and authorized to do business by the Office of Insurance and Safety Fire Commissioner (“Insurance Commissioner”), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.

Property Insurance

The Contractor is fully and solely responsible for any physical loss or damage to all tools, equipment, construction office trailers and their contents, vehicles or any other personal property utilized in the performance of the Contractor’s work. Contractor agrees to waive its rights of recovery and cause its insurers, if any, to waive their rights of subrogation against Owner and Company for any such damage or loss, however caused.

Professional Liability (Errors and Omissions) (Applies if contract is for professional services such as an architects and engineers, geotechnical investigation and reporting, environmental assessment, or land surveying or for construction administrative services such as material testing. Professional services also include accountants, lawyers, doctors, computer and software engineers, and any other services The County may designate, than the following Professional Errors and Omissions Liability Insurance shall meet or exceed the following minimum requirements):

The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. The policy/coverages shall be amended to include the following:

- Claim/Wrongful Act: \$1,000,000 limit of insurance
  - General Aggregate: \$2,000,000 limit of insurance
- Amendment of any Contractual Liability Exclusion to state: “This exclusion does not apply to

any liability of others which you assume under a written contract provided such liability is caused by your negligent acts.”

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work, unless such coverage becomes unavailable in the market on a commercially reasonable basis, in which case the Contractor shall notify the Insurance Manager. If the Director of the Department for which the Contractor is doing the work and the Insurance Manager both agree that such coverage is not commercially reasonably available (such agreement not to be unreasonably withheld), the Contractor may for the period such coverage is not commercially reasonably available, elect not to provide such coverage.

Pollution Liability Insurance. (Applies if scope of work requires the handling and/or transportation of hazardous materials, including, but not limited to, asbestos, lead, silica, contaminated soil, or any other hazardous material as defined by applicable law) then the following Pollution Liability Insurance shall meet or exceed the following minimum requirements:

Per Incident Limit	\$1,000,000
Aggregate Limit	\$2,000,000

- Limits for Bodily Injury, Property Damage, Environmental Damage or Clean-Up Costs, including coverage for Non-Owned Disposal Sites.
- For Subcontractors whose scope of work includes transportation of hazardous materials, the insurance must also include coverage for pollution conditions arising from the transportation of hazardous materials.
- Whether written on an “Occurrence” basis or on a “Claims Made” basis, coverage shall either be renewed continuously or shall provide an extended claims reporting period of five (5) years or applicable statute of limitation period following completion of the work.
- Gwinnett County Board of Commissioners shall be Additional Insureds during the term of the subcontract agreement and through all applicable statutes of limitation and repose.
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- The policy shall stipulate the insurance afforded to the Additional Insureds applies as primary insurance and that any other insurance carried by the Additional Insureds will be excess only.

Crane Insurance (Applies if any work to be performed involves the use of any owned, leased, chartered or hired crane of any type):

Occurrence Limit	\$5,000,000
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- Evidence of coverage in the form of a Certificate of Insurance shall be provided to the County prior to start of work.
- Gwinnett County Board of Commissioners and their respective officers, directors and employees, and any other parties required by the County shall be Additional Insureds.
- Additional Insured Endorsements must be provided with the Certificate of Insurance

Riggers Liability Insurance.

If any work to be performed involves the rigging, lifting, lowering or moving of property or equipment, then those parties performing such work shall carry Rigger’s Liability Insurance in an amount adequate to insure against the physical loss or damage to the property or equipment in its care

Crime or Fidelity Insurance.

Limit of Insurance	\$1,000,000
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- The Contractor shall maintain employee dishonesty and computer fraud coverage including, but not limited to, dishonest acts of Contractor, its employees, agents, subcontractors and anyone under Contractor’s supervision or control.
- Contractor shall be liable for money, securities, or other property of the County.
- Such coverage shall include an owner coverage endorsement for County and County shall be included as a loss payee.

Cyber Liability Insurance (Applies if scope of work includes the storage or transfer of any County data or sensitive data (including but not limited to personally identifiable, health or payment card data) or the related hosting of database(s) or internet site(s)):

Limit of Insurance per Claim	\$1,000,000
Aggregate Limit	\$1,000,000

The Contractor shall maintain insurance coverage for network security and privacy risks, including, but not limited to, insurance for data breach or introduction of virus or malicious codes, consumer notification, whether or not required by law, forensic investigation, public relations and crisis management and credit or identity monitoring or similar remediation services, unauthorized access, failure of security information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties allowed by law.

Aviation Insurance. (Applies if scope of work requires the use of aircraft, including helicopters, unmanned aircraft systems (e.g., drones) and/or fixed-wing aircraft):

Maintain (or require aircraft owner or operator to maintain), and Contractor shall furnish proof of, Aircraft Liability insurance with minimum limits of \$10,000,000 per occurrence for bodily injury and property damage of all aircraft.

Unmanned aircraft systems, minimum limits of \$2,000,000 for bodily injury, property damage, and personal injury (including invasion of privacy) for unmanned aircraft systems, and guest voluntary settlement bodily injury coverage (for any aircraft except unmanned aircraft systems)

- Such policy shall include contractual liability covering all owned and non-owned aircraft
- If the party providing the Aircraft Liability insurance is not Contractor, then Contractor shall require such party to (a) waive any subrogation rights of recovery they and/or their insurance carriers may have against County and any other indemnified parties and (b) name County and such other parties as Additional Insureds
- The Contractor shall (or shall require aircraft owner or operator) to hire, employ, and utilize pilots certified by the Federal Aviation Administration to operate any such aircraft.

B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an Additional Insured on General Liability, Auto Liability, Umbrella Liability, Pollution, Aviation (if applicable) and Crane policies.

C. The cancellation should provide 10 days’ notice for nonpayment and 30 days’ notice of cancellation.

D. Certificate Holder should read:

Gwinnett County Board of Commissioners  
 75 Langley Drive  
 Lawrenceville, GA 30046-6935

S. Insurance Company, except Worker’ Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers’ Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor’s broker/agent can provide financial data to

establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.

- T. Insurance companies providing coverage should be licensed and authorized to do business by the Office of Insurance and Safety Fire Commissioner ("Insurance Commissioner"), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.
- U. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number.
- V. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify the compliance with these insurance requirements.
- W. All insurance coverage required to be provided by the Contractor will state that it is primary over any insurance program carried by the County.
- X. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- Y. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as a to form and content has been filed with Gwinnett County. The ACORD Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
- Z. The Contractor and its insurer(s) shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
- AA. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents is required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
- BB. The Contractor shall make available to the County, through its records or records of its insurer, information regarding any claim related to a County project. Any loss run information available from the Contractor or its insurer relating to a County project will be made available to the County upon its request.
- CC. Compliance by the Contractor and all Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.
- DD. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- EE. The Contractor shall at a minimum apply risk management practices accepted by the Contractor's industry.
- FF. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

#### Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as set forth in item E above.

## Appendix A Conceptual Design Narrative

### I. General

- A. The following is a Conceptual Narrative. Systems and scope listed herein are preliminary and are subject to change as the project moves into further design development. Please note that the project shall comply with the Gwinnett County Facilities Construction Standards (2023 Edition).
- B. The Construction Manager is responsible for delivery of the project as shown on the drawings issued for construction. The work shall be performed in accordance with manufacturer's recommendations and/or published standard construction practices. All costs associated with the completion of the project (including, but not limited to, overhead, temporary facilities, labor, materials, permit fees and insurance) shall be included in the construction budget.
- C. This project will be managed through the County's software program, eBuilder. All forms of communication, documentation, requests for information, PCOs, submittals, pay applications, O&M manuals, etc. are to be submitted and processed through **e-Builder**.

### II. Conceptual Design Narrative

#### 1. Executive Summary

##### **BACKGROUND**

The Gwinnett County Police Department (GCPD) has operated its headquarters at 770 Hi Hope Road in Lawrenceville, Georgia since the 1970s. In 2010, the Police Annex building was constructed on adjacent County-owned property to house the E-911 Call Center and Emergency Operations Center. The GCPD campus also includes a Police Fleet Maintenance building, a communications tower, and surface parking for the public and Police Headquarters personnel.

In 2018, a Needs Assessment was conducted to evaluate GCPD current and future operational and space needs. The resulting recommendation was a 130,000 SF facility, with a 575-space structured parking deck. In 2024, the County contracted with Precision Planning, Inc. (PPI) and Architects Design Group (ADG) to begin preliminary design of the facility, including detailed space programming, site master planning, conceptual design, and preliminary cost estimating.

This narrative is preliminary. The systems and scope are expected to change as the project progresses.

##### **PRELIMINARY DESIGN**

Based on space programming, site conditions, operational objectives, and budgetary requirements, the current master plan includes the following components:

- 4-level Police Headquarters Office Building totaling 130,000 SF
- 2-level Structured Parking for approximately 200 vehicles under the Headquarters Building
- 3-level Structured Parking for approximately 330 vehicles adjacent to the Headquarters Building
- Secure Surface Parking Lot for approximately 120 vehicles
- Public Surface Parking Lot for approximately 100 vehicles
- Security walls, fences and secure staff access gates

The project is expected to be completed in phases to facilitate continuous GCPD operations:

- Phase 1: Development of new Headquarters/Parking Deck
- Phase 2: Demolition of old Headquarters Building
- Phase 3: Development of expanded Parking Deck, Surface Parking, security walls, fences, and gates

**WINNETT COUNTY REQUIREMENTS**

Based on the Gwinnett County Government LEED Policy for New Construction, this project will be designed and constructed with a goal of basic LEED Version 4.0 Certification by the U.S. Green Building Council. Adherence to this goal will include design and construction phase LEED submittals. Both fundamental and enhanced commissioning will be performed during the course of the project.

The project will be managed through the County's software program eBuilder, including all communication, documentation, requests for information, potential change orders, submittals, pay applications, O&M manuals, etc.

The project will be designed in accordance with the 2023 Edition of the Gwinnett County Design and Construction Standards.

**END OF EXECUTIVE SUMMARY****2. Existing Conditions Analysis****2.1 EXISTING SITE CONDITIONS**

**Site Description:** The existing Gwinnett County Police Department (GCPD) Headquarters, Police Fleet Maintenance, Police Annex building and County Fleet Maintenance Buildings are located on one parcel totaling 34.63 acres at 770 Hi Hope Rd, Lawrenceville, GA 30043 on the northwest corner of Hi Hope Road and Swanson Drive. The County Fleet Maintenance portion of the property is approximately 20.3 acres and is not included in the scope of this project.

The GCPD Campus is an active occupied facility, which must remain both secure and operational during the construction process. Interim site access, security and employee parking facilities will be critical elements of project phasing. The following assessment includes our evaluation of existing site conditions, and noted design considerations.

**Existing Conditions:** The existing GCPD Campus is fully developed, and approximately 65% of existing site is impervious, including various buildings, parking lots, and other hardscape features. Construction phasing will be critical to accommodate employee parking, maintain security and manage daily operations during construction. Site access is currently restricted by four secure access gates, with two public parking areas.

**Survey:** A topographic survey of the site has been completed, including the location of all above ground features and documented underground utilities. The site falls approximately 28 feet vertically from north to south. Staff parking areas are currently tiered between the existing Headquarters and Annex buildings. Police vehicle parking and secure evidence storage areas are located to the west of (behind) the existing headquarters building. A police vehicle maintenance shop, and various storage buildings are located along the southern property boundary near Swanson Drive.

**Geotechnical Soil Borings:** Terracon recently completed ten soil borings onsite. Preliminary findings indicate that shallow rock exists approximately 75 feet south of the annex building, ranging, ranging in depth from 2' to 10' (borings 1-3). A second row of soil borings (4-6) approximately 190' south of the annex building indicated rock depths at 13' to 27' in depth. Rock depths closer to the HQ facility were found to be approximately 24' to 46' deep. The team is currently awaiting the final soils report from Terracon.

**2.2 ZONING REQUIREMENTS**

The property is currently zoned RA-200 which is inconsistent with the current and proposed future use of the property. If re-zoned by the County as Office Institutional O-I, those requirements are listed below.

1. Parcel Identification Number: 7013 004
2. Proposed Zoning: Office-Institutional (O-I)
3. Max FAR: 3.0
4. Min Lot Size: N/A
5. Max Lot Size: N/A
6. Max Lot Coverage: 80%
7. Min Front Yard: 0'

8. Min Rear Yard: 0'
9. Min Side Yard: 0'
10. Max Building Height: 75'
11. Zoning Buffer Requirements: R-100 (50')
12. Overlay Zoning: N/A
13. Max Flag Pole Height: 80'
14. Accessory Building Setback: 10'
15. Parking Requirements: 1/500sf Min - 1/250sf Max
16. Electric Vehicle Charging Requirements: Level 2 Stations

### **2.3 SITE ACCESS**

The proposed construction of a new Headquarters facility to the north of the existing headquarters building and south of the Annex, will require the temporary relocation of staff parking. Interim parking onsite and offsite will be evaluated by the team. A new secure access drive off of Swanson Drive will be evaluated in the design process to maintain site circulation during the construction process. The project team will work closely with GCPD personnel to ensure temporary and/or permanent site access modifications accommodate daily operational requirements, maintain site security, and minimize inconvenience during the construction process. Current security gates 2 and 3 will likely need to be removed during the construction process to provide a secure separation between facility operations and the active construction site. The project team will work with GCPD staff to identify required site access on the north side of the existing building.

### **2.4 STORMWATER MANAGEMENT**

Surface water runoff from the upper limits of the drainage basin near the intersection of Hi Hope Road and Hi Hope Lane, and drains to an existing stormwater management facility located behind the Accident Investigation Unit storage yard (GCID 3839412). Stormwater is released from the existing GCPD Annex stormwater management facility through a network of underground storm sewer piping through the rear parking lot of Police Headquarters, through the fleet maintenance storage lots, and into a second County maintained stormwater management facility (No GCID Listed) located north of Swanson Drive in front of the fueling station. Ultimately stormwater is conveyed under Swanson Drive and drains into a third County maintained stormwater management facility (GCID 3837489) on the Gwinnett County Jail Site.

The proposed GCPD expansion project must comply with current Gwinnett County Stormwater Regulations, which will require strategic planning. Upgrades and improvements to all three stormwater management facilities identified above will likely be required to comply with current standards. The project team will also evaluate the installation of bioswales along the southern border of the site to meet water quality guidelines.

A hydrologic evaluation of the proposed site will be prepared for the sizing of storm sewer systems. Any proposed reuse of existing storm sewer piping would require hydraulic confirmation of existing pipe sizing under proposed conditions, and CCTV inspection of existing pipe conditions. Given the age of the existing storm sewer system, it is anticipated that all onsite storm sewer piping will be upgraded. This process will likely require some conveyance improvements through the adjacent Fleet Maintenance site.

### **2.4 SITE GRADING**

The existing site slopes up from the south at approximately 1074' to the north at approximately 1096' along Hi Hope Road. The existing southernmost site entrance from Hi Hope Road is at an approximate slope of 10% and is not suitable for construction traffic. The second site entrance from the south on Hi Hope Road is at an approximate slope of 15% and is not suitable for construction traffic. The third site entrance from the south on Hi Hope Road is at an approximate slope of 4% and would potentially be suitable for construction traffic. The northern most site entrance on Hi Hope Road is not anticipated to be included in the scope of the project and would be required to be operational for duration of construction for access to the Police Annex Building.

### **2.5 UTILITIES**

Sanitary Sewer: Sanitary Sewer utility service is provided by the Gwinnett County Department of Water Resources. There are currently three 8-inch gravity sewer lines extending into the site. The team will coordinate with Gwinnett DWR to confirm the condition of existing gravity sewer pipelines, current capacity, and any system improvements required to accommodate sewer flows from the proposed facility.

**Water Service:** Water utility service is provided by Gwinnett County Department of Water Resources. The site is currently served by an existing 12-inch ductile iron water main along the west side (site side) of Hi Hope Road; with a static pressure of 80 psi, residual pressure of 75 psi, and nearest hydrant flow test results of 1,126 GPM. Fire Flow results were reported as >3,500 GPM at 20 psi. The sizing of domestic and fire connections to the building will be performed during the design process.

**Natural Gas:** Natural Gas utility service is currently provided by the City of Lawrenceville. There is an existing 8" STL 500psi high pressure gas line running along and within the right-of-way on Hi Hope Road on the east side of the project. The team will coordinate with the utility provider to discuss anticipated facility demands and service requirements.

**Electrical Service:** Electric utility service is provided by Jackson EMC. Coordination of electrical service routing, generator locations, and standby power facilities will be coordinated during site design.

**Fiber/Telecom:** There is currently 240 strand and 72 strand fiber running through the project site, which will likely require relocation. This utility must stay in operation during construction.

**Site Lighting:** The team will verify responsibility for installing and maintaining site lighting. LED site lighting will be included in final site design per Gwinnett County requirements.

#### END OF EXISTING CONDITIONS ANALYSIS

### 3. Concept Site Development Narrative

#### 3.1 GENERAL PROJECT DESCRIPTION

Following is a preliminary design narrative for the development of a new Gwinnett County Police Department Headquarters facility. Gwinnett County Department of Support Services (GCDoSS), Gwinnett County Police Department (GCPD), along with Precision Planning, Inc. (PPI) and Architects Design Group (ADG), make up the Project Team, which shall manage all phases of the project as it develops.

The proposed development includes a four story 130,000 sq.ft. Police Headquarters constructed above a 200-space structured parking deck and adjacent 330-space structured parking deck. Systems and scope listed herein are based upon decisions made during the Programming & Concept Design phase and are to be finalized as the project moves through the Schematic Design, Design Development and Construction Documents phases. The project may be permitted and administered in several phases to expedite design and construction.

#### 3.2 APPLICABLE CODES AND CODE REVIEW

The Design Team will be responsible for compliance with the requirements of local regulatory agencies, and the project shall be designed in accordance with the following Codes:

- International Building Code, 2018 edition with State of Georgia Amendments
- NFPA 101 Life Safety Code, 2018 edition
- International Plumbing Code, 2018 edition with Georgia State Amendments
- International Mechanical Code, 2018 edition with Georgia State Amendments
- National Electric Code, 2020 edition with Georgia State Amendments
- International Fuel Gas Code, 2018 edition with Georgia State Amendments
- International Energy Conservation Code, 2015 edition with Georgia State Amendments
- International Fire Code, 2018 edition
- Department of Justice ADA Standards for Accessible Design, 2010 edition
- Gwinnett County Unified Development Ordinance
- Gwinnett County Design and Construction Standards

**Land Development Permits:** Gwinnett County shall issue all land development permits upon completion of plan review and approvals from the following authorities have been received.

- Gwinnett County Fire Marshal (Fire Plan Review)
- Gwinnett County Department of Water Resources (Water and Sewer)



- Georgia Soil and Water Conservation Commission (Erosion Control)
- Gwinnett Department of Transportation (Road Construction)

Building Permits: Gwinnett County shall issue all building permits upon completion of plan review and approvals from the following authorities have been received.

- Gwinnett County Planning & Development (Building Plan Review)
- Gwinnett County Fire Marshal (Fire Plan Review)

### 3.3 SITE CONDITIONS

Site Description: The proposed new Police Headquarters facility is located at 770 Hi Hope Road, Lawrenceville, Georgia 30043 and will be constructed on approximately 14.33 acres of the existing 34.63 acre site. The proposed limits of disturbance for the project is approximately 9 acres. The site is bounded to the north by Hi Hope Lane and two parcels zoned O-I, to the south by Swanson Drive, to the west by eight parcels zoned R-100, and to the east by Hi Hope Road. The site fronts Hi Hope Road, with a planned main public entrance on the southeast corner of the property near the intersection of Swanson Drive and Hi Hope Road. Secure staff parking is planned on the lowest two levels of new facility accessed from Swanson Drive and Hi Hope Road, as well as in a parking deck expansion and surface parking to the west of the parking deck expansion. Public parking will be on a surface lot along Hi Hope Road.

Proposed Phasing:

- A. Construction of New Headquarters/Structured Parking
- B. Demolition of Existing Headquarters Building
- C. Development of Secure Parking Deck Expansion, Surface Parking Lot, Security Wall and Public Plaza

Geotechnical: Rock was encountered as outlined in the geotechnical testing report, and it is anticipated that some mass rock excavation on the north end of the site shall be required to facilitate construction of the new facility.

Demolition: The existing Police Headquarters building is planned to be demolished and removed in its entirety by the Contractor after completion of the new Headquarters Building. It is the intent of the current design to leave the existing communications tower and associated support buildings in their current location for the duration of the project. It is critical that the communications tower remain operational at all times during construction. Interruption to the power and/or communications service to and from the communications tower during construction caused by the Contractor shall result in penalties and fines at the discretion of the County.

### 3.4 EARTHWORK

Grading & Stormwater: Mass grading will be required to construct the building pad for the proposed building. A balanced site is preferred, however due to site grades and planned construction of potential underground parking facilities, some material export may be required. Site grading will be further defined during the schematic design phase, once final site layout is confirmed. Erosion control will be planned for several phases of construction activity, including measures such as mulching, matting and grassing, as well as sediment traps and silt fence. All storm water management systems shall be designed per requirements of the Gwinnett County Department of Water Resources. It is the intent of the design to utilize the existing three stormwater management facilities as outlined in the Existing Conditions Analysis.

Cast-In-Place Concrete Site Walls: Due to changes in grade various cast-in-place concrete site walls and building retaining walls are also anticipated, particularly for the expansion of the Annex Building staff parking along Hi Hope Road and separating the new Headquarters public parking from the secure staff parking. Concrete cast-in-place site/retaining walls shall be assumed to be 12" thick with (2) layers of reinforcing. All cast-in-place site/retaining walls shall be 4,000 PSI normal weight concrete.

### 3.5 EXTERIOR IMPROVEMENTS

Paving & Site Access: Vehicular access drives are anticipated to be medium duty asphalt paving, with the exception of the commercial vehicle drive and loading area extending from Swanson Drive along the west side of the new facility to the loading and utility maintenance yard on the west side of the new facility which is anticipated to be 8" thick heavy duty concrete pavement. Parking areas shall consist of a public surface parking lot on the south east corner of the site with a secure surface parking lot west of the new secure structured

parking deck. Surface parking areas are anticipated to receive medium duty asphalt paving. It is anticipated that all existing paved parking areas on site utilized for construction laydown and/or temporary construction

activities shall need to be milled, repaved and restriped at completion of construction. A security grade vehicular parking barrier gate arm system shall be provided at both entrances into the structured parking garage as well as at entrances to secured surface parking areas.

Landscaping: Installation of new turf grass is anticipated at front open area adjacent to public plaza, along with low maintenance shrubs, trees and mulched beds. Surface parking islands will be planted with trees and mulched. Adherence to sustainable practices for LEED Certification and Gwinnett Design and Construction Standards is required relative to landscaping and irrigation.

Curbs, Gutters & Sidewalks: Curbs, gutters, and sidewalks are planned to provide proper drainage and pedestrian access/connectivity around the proposed site.

### 3.6 UTILITIES

Sanitary Sewer: It is anticipated that the new facility will tie into the existing the existing 8-inch gravity sewer line located near the existing impound lot on the west side of the site currently serving the existing police headquarters facility. The sanitary sewer system will be designed in accordance with Gwinnett County requirements.

Domestic Water: Based on the available pressure and flow rate, it shall be assumed that the 12-inch water main on Hi Hope Road will meet the minimum requirements for pressure and flow for the domestic service. It is anticipated that a new domestic meter, irrigation meter and associated vaults will be required to serve the proposed Police Headquarters Building. Refer to attached flow test reports.

Fire Service: Based on the available pressure and flow rate, it shall be assumed that the 12-inch water main on Hi Hope Road will meet the minimum requirements for pressure and flow for the fire service. It is anticipated that a new fire service vault, hydrant, FDC and PIV will be required to serve the proposed Police Headquarters Building. Refer to attached flow test reports.

Natural Gas: Based on the available pressure and flow rate, it shall be assumed that the 8" high pressure gas main on Hi Hope Road will meet the minimum requirements for gas service. It is anticipated that a new pressure reducing station, meter and valve assembly shall be required to serve the proposed Police Headquarters Building.

Electrical Service: Electrical service utility is provided by Georgia Power. Main Service Distribution shall be a 3,000A, 480/277V; 3-phase/4-wire secondary service shall be installed from a new pad-mounted utility transformer. Primary trenching and conduit requirements shall be coordinated with the Power Company and provided as required. Metering equipment shall be provided as required by the Power Company. Refer to estimated electrical service calculations below.

The secondary service shall be composed of 8 sets of 4#500kcmil in 4" concrete-encased PVC conduit duct bank. Provide a total of two 4" spare conduits for future EV charging equipment.

Main Service Equipment shall be a 3,000A, 480/277V, 3-phase/4-wire, 100,000AIC, front-accessible, SE rated switchboard with 100% rated individually mounted main breaker and group-mounted distribution breakers shall be located in the Main Electrical Room.

The Panels for Power, Lighting, and Mechanical loads shall be sub-metered separately to provide the infrastructure needed to comply with LEED to meet the Measurement and Verification requirements.

Additional meters shall be provided at HVAC units and pumps greater than 10HP. Electrical meters shall be connected to the BMS system for monitoring, recording and data collection for billing and LEED documentation.

Power for three new security site access slide gates and access controls associated with gates shall be provided from Headquarters Building main electrical room.

Power for site lighting shall be provided by the electrical service utility provider.

<b>Estimated Utility Service Calculations</b> (Actual determined during design)				
Building	Square Foot Area	Description	W/SF	Connected kW
<i>Police Headquarters</i>	130K			
		General Lighting	1	130
		General Power	2.5	325
		Mechanical Load	4	520
		Security	1.5	195
		IT	1	130
		<b>Subtotal</b>		<b>1,300</b>
<i>Headquarters Structured Parking</i>	74K			
		General Lighting	1	74
		General Power	1.5	111
		Mechanical Load	2.5	185
		Security	1	74
		IT	1	74
		<b>Subtotal</b>		<b>518</b>
<i>Open Structured Parking</i>	110K			
		General Lighting	1	110
		General Power	1.5	165
		Mechanical Load	1.5	165
		Security	1	110
		IT	1	110
		<b>Subtotal</b>		<b>660</b>
<b>Total Estimated Electrical Service</b>				<b>2,478</b>

Emergency Power: Emergency Power shall be provided by means of a natural gas-fueled generator with a standby rating of 2,000kVa at 0.8 power factor. The output voltage shall be 480/277V, 3-phase/4-wire, wye, 60 Hz. to support the entire Police Headquarters and all structured parking. Emergency Power shall be transferred to the building by means of one automatic transfer switch for Life Safety Loads and a separate automatic transfer switch for emergency power loads.

Fiber/Telecom: Gwinnett County Fiber service is available on site and will be utilized to support the new facility. Conduits shall be provided between each building Entrance Facility (EF) and from each EF to the service provider point of presence. Conduit shall terminate into an in-ground telecom hand hole 5 feet outside the building in the direction of the nearest utility manhole location. Customer Owned Outside Plant (CO-OSP) cabling is anticipated to be multi-strand OS2 single-mode fiber. Locations and routing of required campus distribution/inter-building telecom service conduits are to be defined by the Civil Engineer.

END OF CONCEPT SITE DEVELOPMENT NARRATIVE

4. Concept Architectural Narrative

**4.1 BUILDING & LIFE SAFETY CODE REVIEW SUMMARY**

Project Type:	New Construction	
Occupancy Classification:	Business (B) with Storage (S-2) and Assembly (A-3) accessory occupancies.	
Type of Construction:	IB - Rated	
Risk Category:	(IV) Per IBC Table 1604.5 for police stations & emergency vehicle garages	
Fire Protection System:	(S) Sprinklered	
Fire Detection & Alarm System:	Manual	
Fire Notification System:	Audible & Visible	
Allowable Building Height:	180' above grade	
Allowable Number of Stories:	12 stories above grade	
Allowable Building Area:	UL - Unlimited	
Occupancy Separation:	Business (B) / Assembly (A-3):	1 hour rating required
	Business (B) / Storage (S-2):	1 hour rating required
Protected Assemblies:	Structural Frame:	1 hour rating required
	Exterior Bearing Walls:	2 hour rating required
	Interior Bearing Walls:	2 hour rating required
	Interior Non-Bearing Walls:	0 hour rating required
	Floor Construction:	2 hour rating required
	Roof Construction:	2 hour rating required
Exterior Wall Ratings:	Less than 5':	1 hour rating required
	5' to less than 10':	1 hour rating required
	10' to less than 30':	0 hour rating required
	30' or greater:	0 hour rating required

**4.2 ENERGY CODE REVIEW SUMMARY**

Climate Zone:	3a – Gwinnett County	
Thermal Envelope Requirements:	Roof:	R-25ci Min. / U-0.039
	Walls Above Grade:	R-7.6ci Min. / U-0.123
	Walls Below Grade:	No Requirement
	Elevated Floor Slab:	R-10ci Min. / U-0.076
	Floor Slab on Grade:	No Requirement

**4.3 ARCHITECTURAL SYSTEMS**

Roof System: Roofing system shall be a low-slope SBS modified bitumen membrane roofing system over coverboard and continuous polyisocyanurate insulation, designed to meet FM I-90 wind uplift requirements. As a cost control alternate, a TPO membrane roofing system may be considered by the project team.

Exterior Wall System: Architectural insulated precast concrete wall panels similar in finish and style as the adjacent Police Annex building.

Exterior Doors and Frames: Public entrance doors will be part of a thermally broken 6" deep aluminum storefront entrance system with 1" double glazed, solar gray tinted, UL Level 1 ballistic rated insulated glass with low-emissive coating. Utility entrances shall have heavy-duty, insulated, galvanized hollow metal steel doors and frames and heavy-duty overhead closers.

Exterior Windows: Exterior windows shall be thermally broken aluminum storefront with 1" double glazed, solar gray tinted, UL Level 1 ballistic rated insulated glass with low-emissive coating. Exterior mounted sun-control devices provided by storefront manufacturer where required to meet LEED design standards.

Interior Partitions: Light gauge, non-bearing wall framing consisting of galvanized steel studs spaced a maximum of 16 inches on center. Sound rated partitions to be provided at private offices, conference rooms and restrooms to include sound rated gypsum board with integral liner and concealed sound control batts.

Interior Doors and Frames: Interior doors at offices, work/copy rooms, conference rooms and break rooms and break rooms shall be Solid core factory-stained flush wood doors with 4.5" deep non-thermally broken aluminum

storefront framing system with sidelights and 1/4" non-insulated tempered glazing fabricated using factory-finished extruded aluminum stock. All other spaces shall receive solid core factory-stained flush wood with

hollow metal frames for moderate and high abuse areas. Security and/or utility spaces shall receive heavy duty hollow metal doors with hollow metal frames.

Interior Windows: Interior windows shall be 4.5" deep non-thermally broken Aluminum storefront with 1/4" non-insulated tempered glazing fabricated using factory-finished extruded aluminum stock.

Floor Finishes: Thin-set epoxy terrazzo and base in public lobby; luxury vinyl tile and base in corridors, break rooms, classrooms, and janitor closets; thin-set ceramic or porcelain tile and base in restrooms and locker rooms; carpet tile planks or squares in offices and conference rooms; VCT in evidence and CSI spaces; rubber sports flooring in fitness room; walk-off mats to be provided at exterior entrance vestibules; clear sealed concrete at utility spaces

Wall Finishes: Standard level 4 paint finish will be provided at all gypsum board partitions and epoxy paint at all CMU partitions; type II vinyl wall covering at corridors, conference and training rooms; ceramic or porcelain wall tile at restrooms and locker rooms; architectural wood panel allowance at public lobby. Level 5 paint finish shall be required at all partitions which receive wall coverings.

Ceilings: Offices, multi-purpose and public spaces will have a combination of 2x2 suspended acoustic ceiling grid and tiles and gypsum board soffits. Restrooms, janitor rooms and locker rooms to have moisture resistant gypsum board ceilings with epoxy paint. Utility spaces will have ceilings open to structure with perimeter walls extending to structure. Level 5 paint finish shall be required at all gypsum board soffits and ceilings.

Millwork and casework: Base and wall cabinets will be laminate clad hardwood plywood cabinets with laminate clad medium density fiberboard (MDF) doors/drawer fronts and melamine interiors. Countertops to be premium solid surface. Casework in CSI lab areas to be solid phenolic with stainless hardware with chemical resistant epoxy countertops.

Toilet Compartments: Solid plastic, floor mounted, overhead braced toilet partitions shall be provided, with stainless steel toilet accessories.

Signage: Exterior wayfinding signage, monument signage and building mounted signage letters/logos will be provided. Interior changeable room signage and accessible signage systems will be provided in compliance with Georgia Accessibility Code- 2010 Department of Justice ADA Standards for Accessible Design.

#### **4.4 STRUCTURAL ENGINEERING**

Structural System Approach: The intent of the structural design is to engineer an entirely precast concrete structural building system for all levels of the Police Headquarters and the structured parking, with a cast-in-place concrete foundation wall for portions of the first level as described below.

Code Summary: The Police Headquarters and structured parking will be designed as a Risk Category IV structure in accordance with the 2018 International Building Code section 1604.5, with State of Georgia amendments. Lateral loads will be considered using a design wind speed of 118 miles per hour pursuant to ASCE 7-16. Currently the Seismic Design Category (SDC) has been assumed to be Seismic Design Category "D" based on the IBC prescriptive Site Class "D" pursuant to IBC Section 1613.2.3.

Foundation: At the time of this writing, a final Geotechnical report has not been completed. Based on preliminary ("draft") information provided, it is anticipated that the Police Headquarters building will be supported on shallow foundations with no soil improvement required. For the parking structure at the south end of the site, it is anticipated that shallow foundations will be constructed on ground improvements such as rammed aggregate piers (geopiers). The maximum column axial loads are anticipated to be approximately 700 kips. This will be subject to revisions pursuant to the geotechnical engineers' final recommendations.

It is anticipated that a cast-in-place concrete earth retention and foundation wall shall be required along the north and east exterior walls of the Police Headquarters building and along the east wall of the parking deck to

accommodate the below grade parking levels. The cast-in-place foundation wall is anticipated to range from 12" to 18" thick and shall be designed to support the precast concrete structure above.

Concrete spread footings will be located at each column. The spread footings will be varied in size and thickness. Net bearing pressures on non-improved soil are anticipated to be 4,000 PSF. Bearing pressures on improved soil are anticipated to be approximately 6,000 PSF. Spread footings are anticipated to range in size from 6'-0" square to up to 13'-0" square. Thicknesses will vary from 16" to 32" thick.

Strip footings under the perimeter walls shall generally be reinforced 2'-0" wide x 1'-0" thick. Strip footings under the perimeter cast-in-place foundation walls shall generally be reinforced 8'-0" wide x 2'-0" thick.

All footings shall be 3,000 PSI normal weight concrete. Top of the footings will typically be 1'-4" Below Finished Floor (BFF). Once a geotechnical report is finalized, and a refined bearing capacity of the subgrade soils is detailed, the structural engineer will re-evaluate footing sizes.

Slab On Grade: Slab on grade thicknesses will vary throughout the project. Slabs at parking, armory, evidence rooms, shipping and receiving, mechanical/electrical and the covered mechanical yard are anticipated to be 6" normal-weight concrete (4,000 PSI) with 6x6-W2.1x2.1 W.W.F. All other slabs are anticipated to be 4" normal-weight concrete (3000 PSI) with 6x6-W1.4xW1.4 W.W.F. The slab will be placed on 15 mil. vapor barrier which will bear on 4" graded aggregate base.

Stairs: All non-lobby stairs shall be pre-cast concrete stairs as designed by the precast concrete manufacturer, finished with rubber treads, risers, and flooring.

**4.5 MECHANICAL ENGINEERING**

Mechanical Summary: The new mechanical systems will provide heating, cooling, ventilating, filtration, and exhaust for all occupied spaces. Minimum outdoor design conditions at indoor design listed below is based on ASHRAE 0.4% cooling weather data, 93.7°F dry bulb and coincident 73.8°F wet bulb in the summer and 21.7°F dry bulb in the winter based on ASHREA 99.6% heating weather data. Equipment will have freeze protection designed to an outside temperature of 0°F. Indoor design conditions will be listed as below:

Area Design Conditions	<u>Winter</u>		<u>Summer</u>	
	°F	%RH	°F	%RH
Classrooms	70	--	75	50±10
Labs	68	--	75	50±10
Offices	70	--	75	50±10
Break Rooms	70	--	75	50±10
Data Rooms	65	--	75	50±10
Mech-Elec Space	65	--	80	--

Space temperatures will be maintained at ± 3°F.

Insulation on mechanical equipment installed in unconditioned spaces will be designed to prevent condensation for conditions up to 95°F dry bulb and 40% relative humidity.

Provide conditioned space for the new 4-story building (approximately 130,000 square feet).

Provide a complete test, adjust, and balance (TAB) of all air and water-moving systems and associated report.

Chilled Water System: A centralized microprocessor-controlled, variable speed, air-cooled chiller system shall be located on grade at rear of the new facility. Base-mounted end-suction pumps with VFDs in parallel configuration (N+1) for chilled water circulation shall be located in a centralized mechanical room. Chilled water shall be routed within the building and shall connect to each rooftop unit and fan coil unit.

Rooftop Units: One packaged variable air volume (VAV) rooftop units (RTU) with chilled water-cooling coil and gas fired pre-heat coils shall be provided for each level. Chilled water shall be connected through an integral piping cabinet. Supply air from the VAV Rooftop Unit shall be routed in a medium pressure supply duct. Each

zone shall be served by a VAV terminal unit. VAV terminal units will be Powered Induction Units (PIUs) with electric resistance coils located on the unit inlet. Each terminal unit shall have a wired, wall-mounted thermostat.

Energy Recovery Unit: A packaged, roof mounted, energy recovery unit (ERU) with desiccant wheel and natural gas heating shall be provided to serve the core of the building. The unit will serve each floor for general exhaust and each air handler room supplying outside air.

Vehicle Processing, and Evidence Storage: The vehicle processing, evidence storage, and respective surrounding spaces will each be served by a dedicated fan coil unit with chilled water and electric preheat and heating coils. Vehicle processing and evidence storage shall each have a dedicated FCU. Armory, Narcotics, and Gun storage shall have concealed, ducted desiccant dehumidifiers above ceiling. Provide with humidistat, integral disconnect, and external condensate pump.

Building Support/Special Systems: 24/7 Cooling Areas, such as Elevator Equipment and Data rooms, shall be conditioned with ductless, direct expansion mini-split systems. Unit controls shall consist of wired, permanently wall mounted controller with setpoint adjustment, room temperature display, auto restart after power interruption, and shall stage unit to maintain setpoint.

Small electrical rooms shall be ventilated with ceiling-mounted ventilation fans. Ductless split system AC cooling shall be provided for electrical rooms with transformers exceeding an aggregate capacity of 200 kVA. Ductless split system cooling cycle shall be capable of operating down to 0°F ambient.

Provide electric unit heaters for unconditioned spaces that require freeze protection.

Outside Air and Exhaust Systems: Ventilation air for the building will be introduced directly to the fan coil units via outside air intake hoods. The main floor air handling units shall be provided outside air through the energy recovery unit at rates as required by International Mechanical Code, 2018 edition.

Toilet and other general building exhaust shall be routed through roof-mounted exhaust fans where connection to the ERU is no feasible.

Narcotics and Armory shall receive dedicated exhaust routed to an approved location per IMC-2018. Each room shall be exhausted at a rate of 1.5 cfm/s.f.

Control Systems: Controls for all new systems shall be DDC type and comply with the standards of Gwinnett County. The BAS system shall be web browser-based with native BACnet devices and open protocol. BAS points list shall include minimum control points per Gwinnett County standards.

Emergency Power: During the loss of power from the main electrical system the HVAC systems for the Police Headquarters shall operate off generator power. The BAS control system shall dictate the systems to only operate during a call for heating.

Supply air will be ducted from each AHU via galvanized sheet metal medium-pressure ductwork. The medium pressure duct will be flat oval or round. Medium pressure ductwork will be routed to each floor via a rated chase. Route medium pressure around building core to all terminal units. All medium-pressure duct will be sized at 2,000 FPM for mains, 1,500 FPM for branch lines and 800 FPM for ducts connected to terminal units. All ductwork downstream of terminal units and FCUs shall be low-pressure duct. All low-pressure duct shall be rectangular or round galvanized sheet metal. A return air plenum shall be utilized unless otherwise noted. Low-pressure ductwork shall be sized to 0.08" pressure drop per 100' for supply and 0.05" for return.

Supply air ductwork will be insulated with a 2" thick, exterior fiberglass insulation blanket with a vapor barrier backing. Insulation shall provide a minimum installed insulation value of R-6. Provide 1" thick insulation on all return air ductwork located at areas with a roof. Insulation on all ductwork over 24" in any dimension will be secured with wire, and insulation on all ductwork over 48" in any dimension will be secured with mechanical fasteners and wire mesh.

Each return or supply opening that penetrates a fire-rated partition shall have a fire damper or fire/smoke damper as defined by the International Mechanical Code – 2018 edition. Dampers shall be type "B" with shutter outside of the airstream.

All ductwork shall be hot-dipped galvanized steel of lock-forming quality with minimum zinc coating of 1.25 ounces per square foot each side (SMACNA G-90) per ASTM A 525. All ductwork shall be fabricated in

compliance with the latest SMACNA Duct Construction Standard. Contractor will be required to adhere to SMACNA's "Duct Cleanliness for New Construction Guidelines".

All ducts through public spaces in concealed and unheated areas shall be insulated. Insulation shall be 2" thick blanket, 1-1/2 pound density with reinforced foil-faced vapor barrier (R-6.0, minimum). Insulation shall be securely adhered to ductwork. All joints shall be sealed with 3" wide strips of the vapor barrier materials and applied to form a continuous vapor seal.

Grease exhaust ductwork shall be designed for velocities up to 2,500 FPM. The ductwork shall meet the latest SMACNA standards for construction and stiffening based on the maximum pressure in the ductwork. Grease exhaust duct material and installation shall meet the requirements of NFPA 96 and shall be either 16 GA black carbon steel or 18 GA stainless steel, sloping at a minimum of ¼" / foot back toward the hood. All grease exhaust duct shall be welded and leak-tested. Cleanouts should be provided at least every 12 feet and at each change in direction.

All hydronic piping 2½" and over shall be butt welded Schedule 40 black steel. Piping 2" and smaller shall be brazed copper or threaded Schedule 40 black steel. Victaulic piping may be used in lieu of welded or threaded piping on Chilled Water, Condenser Water and Tempered Water systems. Victaulic installation shall be limited to mechanical rooms and areas where piping is not concealed above any type of ceiling cover. Victaulic shall not be used in chases or risers.

Refrigerant piping shall be provided as described by ANSI B31.5, Refrigeration Piping and ASTM B75, seamless copper tube. Fittings shall be provided as described by ANSI B17.22, Wrought Copper and Bronze Solder-Joint Pressure Fittings, and SAE J513F, Refrigeration Tube Fittings. Refrigerant suction piping for the systems shall be insulated with one piece glass fiber, rigid molded sectional pipe covering with factory applied aluminum foil and white craft paper flame retardant vapor barrier jacket, conforming to ASTM C547, Class II, Mineral Fiber Preformed Pipe Insulation. Thermal Conductivity (k) equals approximately 0.23 (BTU/HR., SF., Degree F, IN) at 75 °F.

Condensate drain piping shall be hard drawn Type "M" or DWV copper tubing with matching fittings.

The parking deck is assumed to be "open" and will not require ventilation.

#### **4.6 PLUMBING ENGINEERING**

**Plumbing Summary:** The plumbing systems will include plumbing fixtures, domestic water distribution system, soil waste and vent system, rainwater system and natural gas piping system will be in accordance with applicable codes.

**Plumbing Fixtures:** Plumbing fixtures shall be commercial grade ADA compliant vitreous china fixtures. Water closets and urinals shall be high efficiency wall mounted fixtures with sensor operated flush valves. Lavatories shall be under counter mounted ADA compliant vitreous china with low flow sensor operated faucets. Drinking fountains shall be ADA compliant bi-level dual drinking fountains with cooler and bottle filler. Service sinks shall be 24" x 24" x 12" deep terrazzo mop basins. Break room and service sinks to be undercounter mounted stainless steel single compartment ADA compliant sink basins with commercial grade deck mounted high arc faucet with pulldown head.

**Domestic Water:** The new building water service will connect to the domestic water main downstream of a water meter and backflow preventer assembly. The water system will provide potable water to all plumbing fixtures and provide make-up water to all non-potable systems through separate backflow preventers. All new above-grade domestic water piping will be Type 'L', hard drawn copper with solder joints. Below grade water piping will be Type 'K' for piping 2-1/2" and smaller and ductile iron for piping 3" and larger.

Pressure reducing valves will be provided on the cold water lines and shall be self-contained, direct operating type with bronze body, stainless steel seat, stainless steel spring, sealed spring case, and bronze body strainer



with 20 mesh stainless steel spring. Regulator shall be constructed in accordance with ASSE standard 1003 and shall bear the seal of approval.

Hot water and hot water circulating piping will be insulated with fiberglass insulation with an all-purpose jacket. Cold water piping will be insulated with fiberglass insulation with a vapor barrier and all-purpose jacket. Insulation thickness shall meet IECC-2015 requirements. Insulation shall meet the Flame Spread and Smoke Development requirements for use in a return air plenum. Where exposed, insulation shall be painted to match structure above.

Provide electric, tank-type water heaters that will include a drain pan, drain valve with hose end adapter, thermal mixing valve, and T&P relief piped to a hub drain or similar approved outlet. Water heaters will be centrally located at groups of plumbing fixtures. Exact sizes and quantities will vary.

A recirculating domestic hot water system, complete with in-line circulating pump, will be provided at each hot water loop/system.

Manual control valves shall be provided for the domestic hot and cold water supply to specific areas such as restrooms, food service areas, and building separations. Valves shall be located in back-of-house or service areas with access panels or above lay-in ceilings.

Shock arrestors shall be provided on all domestic cold water service to flush valve fixtures in restrooms. Shock arrestors shall also be provided on domestic hot and cold water services to washing machines and all other equipment with quick closing valves.

Sanitary, Waste and Vent: All new soil, waste, and vent piping will be service-weight cast iron soil pipe. Underground piping will be hub and spigot pipe and fittings; schedule 40 PVC pipe with solvent cement fittings will be considered as a deductive alternate except in grease waste systems. Soil, waste and vent piping above grade shall be cast iron no-hub pipe and standard no-hub clamps. Hub and/or floor drains will be installed in the vicinity of equipment requiring drains with automatic trap primers or approved trap guards. Cast iron floor drains will be provided in mechanical rooms and in general locations to accommodate release of water from fire protection systems. Vents through roof shall be installed a minimum of 10 feet away from any air intake.

The space above all ceilings will be used as a return air plenum; therefore, the use of PVC piping is not allowed in plenums.

Cleanouts will be provided as required by Code. The soil, waste and vent system will include area floor drains in the mechanical and toilet rooms.

New soil and waste piping will terminate 5 feet outside the new building and be picked up by the site utilities.

Rainwater: All new storm piping will be service-weight cast iron pipe. Underground piping will be hub and spigot and fittings. Storm piping above grade shall be cast iron no-hub pipe and standard no-hub clamps.

Storm drainage will be via roof drains and internal rain water piping/risers. Offset rain water piping, as needed, to nearest column. Horizontal storm piping must be insulated with 2" wrap. Emergency overflow will be provided via internal emergency rain leader routed to the nearest column and to the building exterior and discharged at a location above grade where it can be observed by maintenance personnel.

Emergency roof drains shall be piped separately from the primary drains and terminate above grade at an exterior wall with a lamb's tongue downspout nozzle. Emergency roof drains shall be overflow drains with adjustable extension complete with flashing clamps, internal gravel stops, deck clamps, gasket and trim.

New storm piping will terminate 5 feet outside the new building and be picked up by the site utilities.

Natural Gas: The natural gas system will include gas piping supply to all gas-fired equipment, including mechanical equipment, generator and cooking equipment.

Piping intended for operation at pressures of 5 psig or greater shall be ASTM A53, Schedule 40, black steel joined by Schedule 40, black welding fittings. Gas piping intended for operation at pressures less than 5 psig shall be

ASTM A53, Schedule 40 black steel joined by Schedule 40, black welded fittings or Class 150 pounds, banded, black malleable iron, threaded fittings. Provide regulators at all equipment.

Gas piping run concealed in walls, chases, or above ceilings shall be installed as required by local codes and the serving utility company.

Gas piping installed below grade shall be coated with Republic Steel Corporation (US) "X-Tru-Coat" high density polyethylene extruded coating, factory-applied with fluid mastic to a minimum thickness of 0.040". Field welds, joints, and fittings shall be protected with mastic undercoat and by wrapping at least two layers of "X-Tru-Tape" installed as instructed by manufacturer. Polyethylene piping and fittings may be used if approved by the local authorities having jurisdiction.

#### 4.7 FIRE PROTECTION

Code Review Summary: NFPA 101 shall establish minimum requirements for Occupancy Classification, overruling IBC [GA 120-3- 3.01(h)].

Building Occupancy:

- B – Business
- A – Assembly
- S-2 – Storage (Low-Hazard)
- S-1 – Storage (Moderate Hazard)
- Building Height: Four-story
- Building Area: approximately 130,000 sq ft
- Fire Flow: 1,000 gpm (reduced per IFC Table B105.2)
- Standpipe: Yes (IBC 905.3)

Seismic Code Requirements:

- Site Class: D
- Seismic Design Category: B
- ASCE/SEI 7 Chapter 13 – Seismic Design Requirements for Nonstructural Components:
- 13.6.8.2 Fire Protection Sprinkler Systems in Seismic Design Category B.
- In structures assigned to Seismic Design Category B, fire protection sprinkler systems designed and constructed in accordance with NFPA 13 shall be deemed to meet other requirements of this section.

Sprinkler System: It is assumed that a fire pump is not required.

Building shall be protected with a wet-pipe sprinkler system:

- Backflow Preventer (BFP): located in underground vault outside of building.
- Main drain shall terminate outside the building over grade.
- Wall-mounted electric alarm bell
- FDC: free-standing and located at BFP vault
- Sprinklers: all Quick Response (QR) type
- Upright (rooms exposed to structure or under mechanical ducts/equipment): brass finish
- Recessed: in all lay-in type ceilings, white finish
- Concealed: in all hard/gypsum ceilings, white finish

Parking deck levels shall be protected with a dry-type sprinkler system. Provide with dry valves, air compressor, etc. Provide sufficient quantity of standpipe within the parking deck to allow for 100 feet of hose lay and 30 feet of stream and ensure full coverage within the deck.

Automatic sprinkler systems shall be hydraulically calculated for the following design standards:

Area/Usage	Hazard Classification	Density GPM/Sq. Ft.	Remote Area	Maximum Head Spacing	Interior Hose Stream
Public Spaces, Lobbies, Corridors, Offices, Meeting Rooms	Light	.10	1,500 Sq. Ft.	225 Sq. Ft. (15 ft maximum distance)	100 GPM
Mechanical Rooms, Electrical Rooms, Elevator, Equipment Rooms, Maintenance/ Food Service Areas, Laundry, Storage Rooms	Ordinary Group 1	.15	1,500 Sq. Ft.	130 Sq. Ft. (15 ft maximum distance)	250 GPM
Large Storage Rooms, Laboratories, Evidence Storage, Armory	Ordinary Group 2	.20	1,500 Sq. Ft.	130 Sq. Ft. (15 ft maximum distance)	250 GPM

Piping:

- All sprinkler piping shall be black steel:
- Schedule 10: all grooved piping (for piping 2.5" diameter and larger only)
- Schedule 40: all threaded piping

The fire protection design will include a minimum of 10 psi safety factor to allow for future losses in the water service pressure characteristics.

Public Spaces: Fully concealed sprinklers, glass element or fusible link style, fast response, high sensitivity sprinklers shall be provided in all public areas with gypsum ceilings unless otherwise noted. Temperature rating of sprinklers shall be 155 degrees - 165 degrees. Ceiling coverplate shall be factory painted to match the adjacent ceiling color, submit painted sample to the Architect for approval. Sprinkler to be Viking Horizon Mirage concealed sprinkler or similar.

Public Spaces with Lay-in Ceilings: Small frame glass element, semi-recessed, fast response pendent sprinklers shall be provided in all areas with lay-in ceilings unless otherwise noted. Temperature rating of sprinklers shall be 155 degrees - 165 degrees. Sprinkler and escutcheon to be white painted finish.

Unfinished Spaces with No Ceiling: Fast response upright pendent sprinklers shall be provided in all areas with no ceiling. Temperature rating is to be 165 degrees unless conditions require higher temperature. Finish of sprinkler to be rough brass.

Exterior overhangs attached to the building: Standard response chrome plated dry horizontal sidewall sprinklers are to be provided. Barrel length shall be a minimum of 12". Sprinkler and escutcheon shall be polished chrome finish.

Provide fire department connections (for pumper truck supplemental flow for fire-fighting and for system testing purposes) as and where required by the fire marshal (on site, roof, etc.).

Automatic sprinklers will be provided in all elevator shafts and electrical rooms. The service to each of these spaces shall be provided with a control valve with tamper switch and a flow switch wired for annunciation at the main Fire Alarm Control Panel (FACP).

Underground fire protection services shall be provided with thrust blocks, rods, and clamps at the service entry.

Provide FM-200 system in all server rooms complete with associated piping and air compressors.

Code Summary:

- National Electrical Code, 2020 Edition, with 2021 Georgia Amendments.
- International Energy Conservation Code, 2015 Edition, with 2020, 2022, 2023 Georgia Supplements and Amendments.
- Americans with Disabilities Act (ADA)

Main Service Distribution: A 3000A, 480/277V, 3-phase/4-wire secondary service shall be installed from a new pad-mounted utility transformer. Coordinate primary trenching and conduit requirements with the Power Company and provide as required. Provide and install metering equipment as required by the Power Company.

Service Equipment: A 3000A, 480/277V, 3-phase/4-wire, 100,000AIC, front-accessible, SE rated switchboard with 100% rated individually mounted main breaker and group-mounted distribution breakers shall be located in the Main Electrical Room.

Stand-by Generator: A natural gas-fueled generator set shall have a standby rating of 2,000kVa at 0.8 power factor. The output voltage shall be 480/277V, 3-phase/4-wire, wye, 60 Hz. The standby generator shall serve the entire Police Headquarters and all structured parking.

Distribution Equipment: Design standard manufacturer shall be Square D, ABB/G.E., Siemens or Eaton. All Distribution Equipment and Devices shall be U.L. labeled. All distribution panels shall be provided with hinged panel fronts and infrared scan viewing windows. All Distribution Equipment shall have a minimum of 20% spare capacity. An insulation resistance test shall be performed for each panelboard, bus, feeder and control circuit.

The Contractor shall include an Overcurrent Protective Device Coordination Study and Arc Flash Study of the entire electrical distribution system and as required by the NEC. Provide study with gear shop drawings with recommended breaker settings. Design shall be based on a breaker solution with breakers that include adjustable settings for adjustments as determined by the coordination study.

Panel Boards: Enclosures will be galvanized sheet steel. Width of lighting and receptacle branch panelboards shall not exceed 22". Panelboard sizing shall include a minimum of 42 spaces. Provide engraved "Iamcore" labels permanently attached to each panelboard with screws or rivets. The label shall indicate panelboard designation in letters 0.50" high, and the voltage, phase, wire, mains rating, fault current duty and source in letters 0.2" high.

SPD units shall be provided in all normal and emergency distribution equipment and covered by a 5-year parts and labor warranty for malfunctions resulting from defects in materials and workmanship. Warranty shall begin upon acceptance by the Owner.

Breakers: Main and branch breakers shall be thermal magnetic or electronic trip and must be bolt-on type and switch rated. Multi-pole breakers shall be common trip. Tandem breakers are not furnished or allowed.

Transformers: Transformers shall be dry-type, enclosed, self-cooled ventilated type, dead-front, drip proof. Provide 2 winding Dry-Type general purpose transformers rated as determined during design. Electrical grade Aluminum coils for Dry-Type transformers sized 15kVA and larger shall be acceptable. Transformer efficiency shall meet DOE 2016 standards. Transformers rated 1000kVA and below shall be UL listed, NEMA TP-1-2002 standard for energy efficiency and bear UL listing mark.

Disconnect Switch (Safety Switch): Heavy duty, quick-make, quick-break, HP rated, hinged cover dual interlocked with switch handle and with external interlock defeat mechanism, with provision for handle and door padlocking. Switches installed in dry locations shall be type NEMA 1, except where the applied use requires an alternate Type NEMA enclosure rating. Switches installed in damp locations, or outdoors, shall be type NEMA-3R, except where the applied use requires an alternate Type NEMA enclosure rating.

Fuses: Design standard manufacturer: Bussman, Ferraz-Shawmut and Little-Fuse. Fuses applied on circuits operating at 250 Volts or less shall be 250 Volt rated. Fuses applied on circuits operating at less than 600 Volts and more than 250 Volts shall be 600 Volt rated. All fuses shall have an interrupting capacity of 200,000 amps,

RMS symmetrical, at rated voltage. Fuses for transformer feeders and motor branch circuits shall be dual-element time delay, current-limiting, Class J for 600 Amp and smaller, Class L for larger than 600 Amp. Fuses for feeders, control circuits, and other loads shall be fast acting, current limiting, Class J for 600 Amp and smaller, Class L. for larger than 600 Amp.

Individually Enclosed Circuit Breakers: Breakers shall be of appropriate frame size for the indicated trip setting, and rated for the applied circuit voltage. Fault current interrupting rating of each breaker shall be as noted on the drawings, minimum 42,000AIC. Enclosures installed in dry locations shall be type NEMA 1, except where the applied use requires an alternate Type NEMA enclosure rating. Enclosures installed in damp locations, or outdoors, shall be type NEMA-3R, except where the applied use requires an alternate Type NEMA enclosure rating.

Surge Protection Device (SPD): Provide SPD rated at 200kA per mode shall be provided at the main panelboard/enclosed breaker. Provide SPD rated at 100kA per mode shall be provided at each auxiliary panelboard that feeds circuits which extend beyond the perimeter of the building. SPD units shall be 7-mode type. SPD units and all components shall be designed, manufactured, and tested in accordance with the latest applicable UL standard (ANSI/UL 1449 3rd Edition). SPD units shall be covered by a 5-year parts and labor warranty for malfunctions resulting from defects in materials and workmanship. Warranty shall begin upon acceptance by the Owner.

Testing: All costs incurred for testing shall be included under the Electrical Division. Visual inspections of electrical equipment, wire checks of factory wiring and any other preliminary work required to prevent delays during performance of electrical acceptance tests.

Electrical Acceptance Tests: Those inspections and tests required to show that the workmanship, methods, inspections, and materials used in erection and installation of the electrical equipment conforms to accepted engineering practices, IEEE, ICEA and NEMA Standards, the National Electrical Code, NETA specifications, and manufacturer's instructions, and to determine that the equipment involved may be energized for operational use. Provide an insulation resistance test for each panelboard, bus, feeder and control circuit.

Operating Tests: Tests performed on electrical equipment, installed under other sections, to show that the electrical equipment will perform the functions for which it was designed.

Final Acceptance: Final acceptance of electrical equipment will depend on equipment integrity as determined by the electrical acceptance test and will also depend on complete operational tests.

Provide NFPA 110 testing as required.

Grounding: Provide an "Ufer" concrete-encased electrode that complies with the NEC 250.53(A)(3). The Contractor shall install grounding electrode conductors, sized per the NEC, to available grounding electrodes (ground field, water main, building steel, etc.). Bonding shall be provided for all exposed non-current carrying metal parts, raceways, enclosures and piping per NEC Article 250. All Alternating-Current and Separately Derived Systems shall be grounded in compliance with NEC Article 250. All bonding shall be accomplished by exothermic welding or by pressure connections of brass, copper or copper alloy.

All branch circuits and feeders operating at higher than 50 volts to ground shall have an insulated equipment ground conductor, green color, sized in accordance with the National Electrical Code.

In addition to the required electrodes of this section of the NEC provide made electrodes consisting of a #3/0 ground ring with copper weld ground rods bonded to the ground ring at/to every other column footer. The ground rods shall be ¾" diameter x 10' - 0" driven below finished grade. All connections shall be made using an exothermic weld. The grounding system shall have a maximum ground resistance of 5 ohms.

Provide a #3/0 bare copper ground riser from the Main Electrical room through each core electrical room. Provide lug kits bonded to the riser in each electrical room for bonding of transformers and other equipment. Bond to structure at each electrical room. Provide a #2 bare copper ground from each core electrical room to a lug kit in each telephone room.

**Lightning Protection System:** Provide a complete lightning protection system for the building included on the contract drawings. The system shall provide safety for the building, the buildings contents and occupants by preventing damage caused by lightning. The design of this system is to be in strict accordance with this section of the specifications. The lightning protection system shall be installed by a firm actively engaged in the installation of Master Labeled Lightning Protection Systems and shall be so listed by Underwriters Laboratories Inc. The completed system shall comply with the latest editions of the Installation Requirements for Lightning Protection Systems, UL96A and of the National Fire Protection Association's Lightning Protection Standard, NFPA 780.

**Seismic Restraints:** Refer to structural narrative above for seismic design category information. Electrical work shall meet the seismic requirements of the International Building Code with local building code amendments. Provide seismic bracing details for panels, miscellaneous equipment, conduits and cable trays. Analysis shall be performed by a firm or manufacturer regularly engaged in seismic analysis. Seismic restraint layouts and bracings shall be stamped by a registered design professional/qualified structural engineer licensed to practice in the State of Georgia.

**Basic Electrical Materials:** Conduits shall be intermediate grade, rigid metal or EMT as indicated on the drawings for all interior above-ground installations. PVC shall be used for exterior or under floor slab only. Flexible conduit will be allowed only for equipment connections. MC Cable shall NOT be used except for 6-foot fixture whips. Generally, with the exception of the above, all interior raceways shall be EMT.

All power wiring will be 600-volt insulated THHN/THWN, minimum #12 AWG copper. No more than six phase conductors shall be installed in one raceway. All wiring shall be in conduit. All conduits will be concealed except in Electrical, Mechanical and Communications Rooms, or in intentionally unfinished spaces.

Outlet Boxes shall be made of galvanized pressed steel with knockouts as required. Boxes shall not be mounted back-to-back to prevent sound transmission.

Switches and Receptacles shall be grey, high impact smooth nylon and device plates will be Stainless Steel (US32D finish with matching screw mount). Switches and receptacles shall be rated 20 amps, device plates shall be Stainless Steel (US32D finish with matching screw mount). Receptacles shall be mounted with grounding terminal on top.

All switch and receptacle cover plates shall be labeled with panel name and circuit number.

Receptacles shall be plastic, 2P, 3W, 125 Volt, 20 Amp rating Leviton 5362 or equal by Hubbell, P&S, or Cooper. Cover plates shall be stainless steel. All receptacles exposed to weather and within the vicinity of a sink shall be plastic, 2P, 3W, 125 Volt, 20 Amp, self-protecting type GFCI outlet Leviton 7899 series or equal by Hubbell, P&S, or Cooper. Provide gasketed weatherproof covers (Leviton 4990 or approved equal) where exposed to weather.

For meeting rooms with a floor area of at least 215 square feet, provide at least one floor box located at least 6 feet from any fixed wall for each 215 square foot portion of floor space. Floor box shall be large-capacity, recessed/flush, combination power/low-voltage.

**Lighting:** Interior & Exterior lighting power densities shall meet or exceed IECC 2015 and be compliant with LEED Certification requirements. All interior and exterior fixtures shall be L.E.D. All lighting fixtures installed on the interior of the building shall be 3500K. All exterior lighting fixtures shall be 4000K.

All exit fixtures in finished areas will be LED edge-lit type. All exit fixtures located in unfinished areas shall be LED NEMA-4X rated. Exit signs shall be LED edge-lit (provide die-cast fixtures in the parking garage). Provide at all exits and paths of egress as required by Code.

Provide lighting for all public areas, back of house, and equipment rooms. Provide LED strip fixtures with acrylic lens for all utility and equipment rooms.

Provide Lithonia RTL Series fixture with 0-10V dimming to 1% for Offices and Administration spaces.  
Provide Lithonia TL Series fixture with 0-10V dimming to 1% for Support and General-purpose spaces.  
Provide Lithonia SNLED Series fixture with 0-10V dimming to 1% for Utility rooms.

Provide Lithonia VCPGX-LED-V4-P3-40K-70CRI-T5W-UPL1 (or equal) fixture for new parking deck light fixtures

Provide relay panels controlled by the EMS for all public spaces, parking deck, and exterior lighting. Provide occupancy sensors in each restroom. Provide battery lighting units in the generator room to provide 3fc of light as required by NFPA 110. Emergency egress battery pack lighting will be provided in select fixtures installed within areas outside of the police headquarters areas.

Provide decorative architectural LED lighting, to be selected during design in lobby. Provide LED cove accent lighting, to be selected during design, at conference rooms, classrooms squad rooms and briefing rooms.

Lighting Control: Individual Room Controller shall have (3) 0-10V Dimming Zones, (3) individually controlled relays, Photocell (Daylight Harvesting) input, occupancy sensor input, and preset station with programmable button control.

Daylight Responsive Controls Requirements: All spaces with a total of more than 150 watts of general lighting and have daylight contribution from either sidelight daylight or top light daylight.

All Open Office Areas, Reception Areas and Corridors shall be controlled via an individual room controller mounted above the accessible ceiling.

Private Offices shall be controlled via an individual room controller mounted above the accessible ceiling.

Classrooms or Training Rooms shall be controlled via an individual room controller mounted above the accessible ceiling with the following:

- Lighting controls near all entrances and at all presentation stations.
- Lighting coordinated with LCD projector.

Other Administrative Support Areas – Wall mounted 0-10V dimming, dual technology vacancy sensors with ultrasonic capabilities for small rectangular areas of 150 SqFt or less; otherwise, ceiling mounted dual technology occupancy sensors with ultrasonic capabilities.

Utility Spaces with Finished Ceilings: Wall mounted dual technology vacancy sensors with ultrasonic capabilities for small rectangular areas of 150 SqFt or less; otherwise, ceiling mounted dual technology occupancy sensors with ultrasonic capabilities.

Utility Spaces with Exposed Ceilings: Wall mounted dual technology vacancy sensors with ultrasonic capabilities for small rectangular areas of 150 SqFt or less; otherwise, ceiling mounted dual technology occupancy sensors with ultrasonic capabilities, with location coordinated such that structural members do not affect coverage distribution.

Acceptable manufacturers for lighting controls shall be Wattstopper or Hubbell.

All exterior building and site lighting shall be controlled via a lighting contactor with exterior photocell and astronomical time clock scheduling.

Provide time clock controls and time clock override switch per floor. Provide similar to Lithonia Bluebox lighting control panel. All floors shall be tied together for central controls. Provide number of zones as required.

Lighting fixtures and lighting controls shall be designed and specified to obtain LEED Certification.

Fire Alarm System: A complete microprocessor controlled; analog addressable, intelligent fire detection system shall be provided. The equipment shall include, but not limited to, alarm initiating devices, alarm notification appliances, control panels, auxiliary control devices, power supplies, wiring and conduit. The fire alarm system shall not be proprietary and shall have an open architecture design. Design standard manufacturer shall be Notifier or Silent Knight by Honeywell.

All fire alarm system cabling shall be in conduit and shall be ½" minimum. Locate the FACP and all other equipment required by Code. System shall send alert messaging to building engineer staff via wireless

transmission smartphone app. Locate annunciators at the security desk and information desk. Provide pull stations at all building entrances, connections to and interface with sprinkler systems and HVAC systems as required, battery back-ups, Fire bell at fire department connections, spare power supplies, a smoke detection system for elevator recall, and flow and tamper switches for standpipe systems. Provide (1) 1" conduit with pull string from the 'PIV' serving the site to FACP for monitoring.

Identification: Provide identification labels as listed below:

- Switchgear, switchboards, distribution panels, panelboards, disconnect switches, ATS, circuit breakers, motor starters, motor control switches, start/stop buttons, EPO switches, and other electrical equipment
- Junction and pull boxes
- Wiring Devices cover plates
- Wiretags for wiring
- Raceways

#### 4.9 TECHNOLOGY SYSTEMS

Code Summary:

- 2021 International Building Code
- Motorola R56, standard and Guidelines for Communication Sites
- Life Safety Code (NFPA 101)
- NFPA-1221, Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems
- NFPA-75, Standard for the Protection of Information Technology Equipment
- ANSI/TIA-568, Commercial Building Telecommunications Cabling Standard
- ANSI/TIA-569, Commercial Building Standard for Telecommunications Pathways and Spaces
- ANSI/TIA-606, Administration Standard for Commercial Telecommunications Infrastructure
- ANSI/TIA-607 – Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises
- ANSI/TIA-758-A, Customer-owned Outside Plant Telecommunications Cabling Standard
- ASHRAE, Thermal Guidelines for Data Processing Environments
- National Electrical Manufacturers Association (NEMA)
- Underwriters Laboratories UL 294, UL 639, and UL 1037, UL 1076
- Federal Communications Commission (FCC) 47 CFR Part 15 and 90

All work must be installed in accordance with applicable codes, ordinances, Gwinnett County Design and Construction Standards and Authorities Having Jurisdiction (AHJs). The Contractor must secure and pay for all necessary permits and inspections required by the AHJs for installation of their equipment. The contractor must comply with applicable OSHA and other safety regulations and standards. Contractor shall provide all systems unless noted.

Site Work: There is an existing telecommunications duct bank running north/south along the east side of the site that will have to be relocated prior to the area being disturbed. A new duct bank with new maintenance holes will be constructed, the service providers will install new cable and cutover services then the old duct bank can be removed.

The facility shall be served by redundant telecommunications service entrances. The telecommunications service will be connected to the building in conduit systems approaching from opposite sides of the new building. From the Entrance Facility (EF) room there shall be two conduit duct banks. Each duct bank shall have four (4) 4" underground schedule-40 PVC conduits to a 4'by4'by4' precast maintenance hole at the property line. Each 4" conduit shall include three (3) 3", 3-cell Maxcell (or equivalent) fabric innerducts. These underground conduits shall be concrete encased, including where crossing under a roadway. The conduits shall be a minimum of 36" depth below grade and include warning and detection tapes. All conduits shall have large radius sweeps suitable for optical fiber cables and shall be sloped away from the facility toward the nearest maintenance hole. Handhole and maintenance hole lids and covers shall be traffic rated and lockable.

The site will consist of security vehicle gates that contain standard-height pedestals for vehicle access. Each pedestal must contain a card reader/keypad, intercom substation, and a Knox box to facilitate operations. The



security components must be interfaced with the gate operator to allow seamless integration. Access Control (card reader/keypad) must be provided at any pedestrian gates requiring separation of the public and staff areas.

CCTV coverage must be provided to monitor the perimeter of the buildings and the campus entry/exit points and high value areas. The design intent is to utilize dedicated poles for the mounting of the CCTV cameras and the required electronics to connect these cameras to the network. Each pole must have a network electronics enclosure (lockable, NEMA-4X stainless steel, ventilated with thermostat-controlled fan). Provide 6-fiber single-mode, indoor/outdoor rated optical fiber cable from the telecom room to each exterior network enclosure. From the network switch to each camera provide OSP CAT6 cable to each pole mounted camera.

Building Telecommunication Spaces: The Entrance Facility (EF) room will be located on an exterior wall with an exterior door and will be a 10'x10' room. The EF will be located on the side of the building within the secured perimeter. Incoming underground conduits from the site will terminate within this room. Provide fire rated plywood on all walls and a Telecommunications Grounding System. Provide mechanical, electrical, and other infrastructure in this room as is required in a typical IDF room.

A new Data Center will be constructed in the new building. The Data Center will have capacity to house server cabinets in two rows with 10 server cabinets in each row. If required a section of the data center may be separated by a security fence for CJIS requirements. The server room will have redundant UPS (A&B to provide N+1 redundancy) with maintenance bypass and battery cabinet. The UPS shall be sized to support the Data Center current and future loads. The UPS shall be scalable to grow with the needs of the facility. The HVAC systems will consist of primary and redundant computer room air conditioning units to provide N+1 redundancy. The Data Center room shall house all necessary building technologies for operations (Distributed Antenna System, Digital Signage Servers, Access Control servers, CCTV servers and storage, Wireless Network switches, VoIP System, LAN, WLAN, etc.).

The Main Distribution Frame (MDF) room will be a minimum of 16'x10'. The MDF will have capacity to house five (5) two-post eight-foot equipment racks. The uninterruptable power supply (UPS) systems supporting IT equipment are to be redundant so that there is not a single point of failure. The primary HVAC will be a dedicated mini-split system while the backup HVAC will be a dedicated VAV from the building HVAC system. The fire protection in the MDF shall be provided with a pre-action dry pipe system, at a minimum. A chemical fire protection system may be desired, depending upon the exact solutions available in the marketplace during the design phase.

Intermediate distribution frame (IDF) rooms shall be located throughout the building. IDFs shall be a minimum size of 10'x10'. Power, HVAC, and fire protection within the room shall match the standard and solutions provided in the MDF. There must be one telecom room per floor at a minimum. Additional IDFs must be provided where cable distances cannot meet the 90-meter (295 ft) distance limitation for Ethernet data cabling.

Structured Cabling System: The structured cabling system shall be an ANSI/TIA compliant structured cabling system. The cable plant for the project is Cat 6 unshielded twisted pair (UTP) cabling and connectivity. Communications outlets shall be provided at all locations to be determined during the layout of the facility. All horizontal cabling shall terminate in an MDF or IDF room sized to support the cabling for each floor. Radio system cable shall be CAT6 shielded twisted pair (STP) with the corresponding copper connectivity and coaxial cable for radio consolets.

A cable tray system shall be used for main horizontal pathways. All backbone cabling must be in cable tray. In low cable density areas non-continuous cable supports are acceptable.

Copper and fiber risers to be homerun from each IDF to the MDF, and from the Radio Room to the MDF. Optical fiber riser cable shall consist of 24-fiber OM4, multimode optical fiber cable. Copper backbone cable shall consist of CAT5E 25-pair cable. Telecommunications grounding and bonding must be provided in the MDF and IDFs for telecommunications systems.

Raceways: For all systems the minimum conduit size is 1 1/2". Cable tray and J-hooks shall be sized for 25% spare capacity.

Active Equipment (LAN/WLAN/VoIP): The wireless network shall consist of 802.11ax (Wi-Fi6) dual radio access points. Each access point shall receive two (2) Category 6A network cables. The active equipment (local area

network switches, wireless access points and associated switches shall be provided by the Gwinnett County ITS Group.

Telephone system shall be owner provided/vendor installed extension of the current Voice over IP system. 911 phone system shall be owner provided/vendor installed.

Existing Microwave Tower and Equipment: It is assumed at this time that the existing free-standing microwave tower shall remain in place and not be relocated.

Audio/Visual Systems: Audio Visual Systems end equipment will be provided by the Gwinnett County ITS Group, and the Contractor will provide pathways and wiring with a minimum 1" conduit. Audio Visual Systems for the facility are based on the Crestron NVX system that provides audio, video, USB and control over standard Ethernet IP network. The system consists of NVX encoders (source inputs) and decoders (source displays or outputs) and a software-based control system. All devices are Contractor Furnished and Contractor Installed. Subcontractor must be certified by Crestron for this product with at least two (2) NVX system installations of similar size and complexity. As part of the programming process, Contractor must have not less than three (3) meetings with Owner to confirm requirements.

Crestron NVX endpoints encode or decode an HDMI signal on to the network as well as provide control. The NVX system will also be used to provide KVM functionality where appropriate.

Each NVX endpoint requires a network switch port with the following features/settings: 1 gbps network connection per device, non-blocking backplane bandwidth sufficient to support devices and IGMPv2. The switch must be configured to allow IGMPv2 snooping, IGMPv2 querier, fast leave and POE++. Inter-switch links must have bandwidth to support 1gbps per stream traversing the link. The manufacturer recommends utilizing 802.1x when managing NVX devices. These switches will be the Contractor's responsibility to furnish, configure, install, and commission.

System must be controlled using a Crestron Control Processor. Audio processing must be handled by a Biamp Server IO with cards as appropriate. Audio must be primarily routed using Dante or AES67, which are standard audio formats used by most network audio equipment. Provide Crestron centralized network amplifiers as appropriate. Dedicated touch screen control panels will allow for user control to select sources and displays and to operate the systems (on/off, volume, source selection, conferencing control). The Crestron systems will be provided in the spaces listed below. The advantage of the NVX solution is that the AV signals ride on an IP network and can be routed to any of the locations specified without running additional cables in the future as long as there is a data outlet in the room.

Spaces requiring AV systems include, but may not be limited to, the following:

- Public Lobby Displays
- Department Informational Displays
- Media Room
- Private Offices
- Real Time Information Center (RTIC)
- Public Meeting Rooms
- Training Rooms
- Multipurpose Rooms
- Department Conference Rooms

A large 1.5mm direct view LED videowall shall be provided in the RTIC. The video distribution system shall be robust, allowing bi-directional video distribution to desks or workstations, to selected private offices, and to the Media Briefing, training/conference, and breakout rooms. The video system shall also include PTZ4K PTZ conferencing cameras. This head-end equipment shall be Cisco Codex EQ and housed in a dedicated small AV room. The video distribution system shall strictly control/limit the display of CJIS information to only those locations/personnel authorized to view it.

Patrol briefing, patrol admin conference room (these two rooms form the patrol training room when combined) and Training rooms shall receive wired and wireless microphones for speech reinforcement. Each of these rooms will receive one or more large wall mounted monitors and speakers served by the Crestron NVX system.

The AV system will also have the capability to provide wireless presentations from laptops, tablets and smartphones. The wireless presentation system allows both private and public users access to display content on the displays upon meeting the facility's Wi-Fi network security protocol. Basis of design is Barco Clickshare.

Overhead Paging shall be provided in strategic areas of the facility to allow seamless communication. The volume control for all paging speakers will be through the paging controller's management software, to avoid tampering with local volume control. The basis of design is Biamp with Crestron audio amplifiers.

Room scheduling for conference rooms and shared spaces will utilize the Crestron scheduling software integrated into Microsoft Outlook.

CATV: Cable television service shall be provided by the selected CATV service provider. The CATV distribution system shall consist of a coaxial cable, broadband distribution system. Contactor to provide distribution amplifiers, splitters, taps, cables and TV outlets. Provide a distribution amplifier per floor located in an IDF.

Distributed Antenna Systems (DAS): Public Safety distributed antenna system within the building shall be provided in accordance with NFPA 1221, NFPA 72, and all applicable local and national codes. The Public Safety DAS equipment will reside in a dedicated, 2-hour DAS closet with a 2-HR protected raceway to the roof for connection to a donor antenna. The Contractor is responsible for the RF engineering of the system, installation, commissioning and final testing.

Cellular distributed antenna systems shall consist of a neutral host DAS to support AT&T, AT&T FirstNET, T-Mobile and Verizon. Carrier participation is independent of the design team's participation as this is typically an agreement between the end users and the carriers. Fees for carrier equipment and services are by the Owner. Typically, the Cellular DAS vendor will obtain authorization from the County to negotiate with the carriers to ensure participation and connection to the neutral host DAS by the Cellular Carriers. The Contractor is responsible for the RF engineering of the system, installation, commissioning and final testing.

Closed Circuit Television System: The security system must be an IP based video surveillance system utilizing IP, POE+ CCTV cameras. Interior cameras will be a minimum of 3 megapixel and exterior cameras will be a minimum of 5 megapixel. The CCTV system will be an enterprise level CCTV system. Basis of design is to match the Owner's existing system.

The design intent is to provide video surveillance at each ingress/egress point into the building, publicly accessible areas, sensitive areas (i.e. armory & ammunitions storage, equipment storage, evidence storage) and critical infrastructure spaces (i.e. utility rooms, MEP rooms, IT rooms). Robust video surveillance shall also be provided at vehicle gates, perimeter pedestrian gates, and around the exterior of the facility.

The system will be an expansion of the Owner's existing system. The project must include expansion of the existing CCTV centralized video storage system, to include a minimum of 90 days storage. The system is integrated to the access control system to call up cameras related to Access Control System (ACS) alarm activity. Provide monitoring software installed on Owner furnished PC's. Graphical user interfaces and interactive maps must be programmed based on Owner's operating procedures.

Access Control System: The ACS shall be an extension of the Owner's existing access control system. The design intent is to provide access control at each ingress/egress point into the building, stairwells, shared offices, vehicle gates, perimeter pedestrian gates, sensitive areas (i.e. armory & ammunitions storage, equipment storage, evidence, RTIC, interview suites, admin suites, forensics, investigations, vehicle bays, etc) and critical infrastructure spaces (i.e. utility rooms, MEP rooms, IT rooms).

Card readers shall be HID Signo proximity card readers. Infrastructure and space must be provided by the project for an owner-furnished badging station.

Access control system must be programmed to enable zones that can be locked down while leaving other zones unlocked acting effectively as an intrusion detection system.

Duress (panic) buttons must be located at all public facing counters (records, clerks). The system shall interface directly to 911 monitoring or to the intrusion detection system.

Provide monitoring software installed on Owner furnished PC's. Graphical user interfaces and interactive maps must be programmed based on Owner's operating procedures.

RP001-25

**Construction Manager at Risk for the Construction of Gwinnett County  
New Police Headquarters Project**

**AGREEMENT BETWEEN OWNER AND  
CONSTRUCTION MANAGER AS CONSTRUCTOR**

**BETWEEN the Owner:**

**Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, Georgia 30046**

**and the Construction Manager:****Name:****Phone:****The Architect:****Name:****Phone:**

This **CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the OWNER), and \_\_\_\_\_ (hereinafter referred to as the Construction Manager)

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**Provide Construction Manager at Risk for the Construction of Gwinnett County New Police Headquarters.**

**All work will be on the Police Headquarters located at 800 Hi Hope Road, Lawrenceville, GA 30043, \$\_\_\_\_\_ for pre-construction services; and a \_\_\_\_\_% mark-up fee for profit to be included within each Guaranteed Maximum Price Authorization; and the delegation of authority to the County Administrator to approve Guaranteed Maximum Price Authorizations and associated Change Orders for construction services in an amount not to exceed \$71,000,000.00. This contract shall commence upon execution of contract. The term for preconstruction services is estimated at approximately 7months from the date of the contract with a construction duration of 30months.**

**ARTICLE 1 GENERAL PROVISIONS****§ 1.1 Basic Definitions****§ 1.1.1 Contract Documents**

The Contract Documents consist of this Agreement between Owner and Construction Manager as Constructor (hereinafter referred to as the Agreement), the General Conditions of Contract for Construction (hereinafter referred to as General Conditions), the Request for Proposal including all Drawings, Specifications, addenda issued prior to the execution of the Agreement, other documents listed in the Agreement or in the General Conditions, and modifications issued after execution of the Agreement, all of which form the contract and are as fully a part of the contract as if attached to the Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.4 of the Agreement and identified in the Guaranteed Maximum Price authorization and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.9 of the Agreement.

**§ 1.1.2 Contract for Construction**

The Contract Documents form the Contract for Construction (hereinafter frequently referred to as the contract). The contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations or Agreements, either written or oral. The Contract may be amended or modified only by a modification by written change order. If anything in the other Contract Documents, other than a modification by written change order, is inconsistent with the Agreement between Owner and Construction Manager, the Agreement between Owner and Construction Manager shall govern. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

**§ 1.1.3 Architect**

The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 1.1.4 Change Order**

A Change Order is a written instrument prepared by the Architect and approved in writing by the Owner and Construction Manager stating their Agreement upon all of the following:

1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Sum; and
3. The extent of the adjustment, if any, in the Contract Time.

**§ 1.1.5 Contract Sum**

The Contract Sum shall mean, for the Project or a construction phase of the Project, the sum agreed upon for the associated Work as approved in the Guaranteed Maximum Price authorization or the cumulative value of such authorizations. Said Contract Sum may be adjusted in accordance with the Agreement.

**§ 1.1.6 Contract Time**

Contract Time shall mean for the Project, or any milestone or construction phase, the period of time allotted for Substantial Completion of such Project milestone or construction phase as approved in the Guaranteed Maximum Price authorization associated with that Work element, or the cumulative time associated with such authorizations. Said Contract Time may be adjusted in accordance with the Agreement.

Contract Time is an essential element of this Agreement. Owner and the Contractor acknowledge and agree that if the Work, or a portion thereof, is not completed by any contractually established date, Owner will be damaged, the amount of such damage would be difficult or impossible to estimate accurately, and the damages set forth in this Section are reasonable estimates of Owner's probable losses. Therefore, for the purpose of computing damages under the provisions of this Agreement, the Contractor shall be liable for, and hereby agrees to pay Owner, as liquidated damages and not as a penalty, the amount of **\$1,000.00** per calendar day for each day the Work, or a portion thereof, is delayed past the Substantial Completion date for each phase. There will be no damages for Owner delay.

The period of time allotted between Substantial Completion and Final Completion is one hundred and twenty (120) calendar days.

**§ 1.1.7 Construction Manager at Risk (CMaR)**

The Construction Manager at Risk referred to in this Agreement shall be the same as the Contractor referred to in the General Conditions. The Construction Manager is referred to throughout the Agreement as if singular in number. The Construction Manager shall be lawfully licensed, if required in the jurisdiction

where the Project is located. The Construction Manager shall designate in writing a representative who shall have express authority to bind the Construction Manager with respect to all matters under this Contract.

#### **§ 1.1.8 Drawings**

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

#### **§ 1.1.9 Final Completion**

Final Completion is the stage in the progress of Work when the Work is 100% complete which includes: completion of all punch list activities; all closeout documents as required have been submitted and approved by the Owner and Architect; the Certificate of Final Completion has been issued and signed by the Contractor, Owner, and Architect; all attic stock as required has been provided to the Owner; and the final pay application for retainage has been issued.

#### **§ 1.1.10**

##### **Guaranteed Maximum Price**

The Guaranteed Maximum Price shall mean the Construction Manager's Guaranteed Maximum Price for performance of the Work in accordance with Article 5. The Guaranteed Maximum Price includes the actual costs, Construction Manager's fee, and a contingency reserve. In each case, the Guaranteed Maximum Price is subject to the review, analysis, and acceptance of the Owner. The Guaranteed Maximum Price may be adjusted from time to time by Change Orders approved by the Owner and Construction Manager.

#### **§ 1.1.11 Owner**

The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall act on behalf of the Owner with respect to administration of the project and who shall render decisions promptly and furnish information expeditiously, so to avoid unreasonable delay in the services or Work of the Construction Manager. The representative may on occasion be referred to in the Contract Documents as the Project Manager. Except as provided in Section 4.2.1 of the General Conditions of the Contract for Construction, the Architect does not have the authority assigned to this representative. In addition, in this agreement, the Gwinnett County Board of Commissioners delegates authority to the

Gwinnett County-County Administrator to approve Guaranteed Maximum Price Authorizations and related Change Orders. The term "Owner", thus may mean the Owner, Owner's representative, or the County Administrator in this assigned role. Other than stated herein, no representative of the Owner shall have the authority to bind the Owner with respect to any matter requiring approval of the Gwinnett County Board of Commissioners.

#### **§ 1.1.12 Project**

The Project is the total construction of Gwinnett County New Police Headquarters Project, and associated site improvements, as defined in the project description section of the request for proposal.

#### **§ 1.1.13 Specifications**

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

#### **§ 1.1.14 Subcontractor**

A Subcontractor is a person or entity who has a direct Contract with the Construction Manager to perform a portion of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents

as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate Contractor or Subcontractors of a separate Contractor.

#### **§ 1.1.15 Substantial Completion**

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use without interruption by construction or close-out activities. A Temporary Certificate of Occupancy or a Final Certificate of Occupancy from the Authority Having Jurisdiction is a requirement to issue a Certification of Substantial Completion.

#### **§ 1.1.16 Work**

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

#### **§ 1.2 Relationship of the Parties**

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

#### **§ 1.3 General Conditions**

For the preconstruction phase, General Conditions of the Contract for Construction shall apply only as specifically provided in this Agreement. For the construction phase, the General Conditions of the Contract shall be as set forth in General Conditions of the Contract for Construction, which document is incorporated herein by reference. The term "Contractor" as used in General Conditions shall mean the Construction Manager.

### **Article 2 Construction Manager's Responsibilities**

The Construction Manager's preconstruction phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's construction phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the construction phase to commence prior to completion of the preconstruction phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

#### **§ 2.1 Preconstruction Phase**

##### **§ 2.1.1 Preliminary Evaluation**

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

##### **§ 2.1.3 Consultation**

The Construction Manager shall attend design meetings with the Owner and Architect during the design phase of the project. The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work

and the requirements of the sustainability plan. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction.

#### **§ 2.1.4 Project Schedule**

When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The Project schedule shall include, but not be limited to, the following components: submission of the Guaranteed Maximum Price proposal for components of the Work; times of commencement and completion required of Subcontractor's ordering and delivery of products, including those that must be ordered well in advance of construction; critical path for the construction of the project; and the occupancy requirements of the Owner.

#### **§ 2.1.5 Phased Construction**

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

#### **§ 2.1.6 Cost Estimates**

**§ 2.1.6.1** Based on the design criteria prepared by the Architect, the Construction Manager shall prepare periodic estimates as needed of the Cost of the Work for the Architect's review and Owner's approval.

#### **§ 2.1.7 Subcontractors and Suppliers**

The Construction Manager shall develop bidders' interest in the Project. Bidders include potential Subcontractors and suppliers. The Construction Manager shall provide a list of Subcontractors and suppliers for each scope of work for the Architect's review and Owner's written approval prior to solicitation or any Subcontractor or supplier. A minimum of three (3) bidders are required for each scope of work. A Subcontractor bid tabulation is required as part of the submittal for each GMP. Owner's approval of any subcontractor does not relieve the Construction Manager of any obligations under the Contract Documents and shall not form the basis of any increases to the Contract Time or Cost of the Work.

#### **§ 2.1.8 Project Information Management (PIM) Software**

The Construction Manager shall be required to use e-Builder, as well as Architect, Owner, and other key Project participants for all Project correspondence and records related to budget, schedule, RFIs, submittals, invoices, contract modifications (PCOs, PCUs, PAUs, etc.), meeting minutes, daily logs, etc.

#### **§ 2.1.9 Procurement Schedule**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign



all Contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### **§ 2.1.10 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

#### **§ 2.1.11 Notices and Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs and other programs as may be required by governmental authorities for inclusion in the Contract Documents.

### **§ 2.2 Guaranteed Maximum Price Proposals and Contract Time**

**§ 2.2.1** The Construction Manager shall provide a Guaranteed Maximum Price proposal for the Project. The Construction Manager's compensation shall be the Guaranteed Maximum Price determined in accordance with Article 6 of the Agreement.

**§ 2.2.2** At times, and within timeframes to be mutually agreed upon by the Owner and the Construction Manager, and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price shall be the sum of the Construction Manager's estimate of the Cost of the Work, including the contingency described in Section 2.2.5, the Construction Manager's General Conditions, Construction Manager's General Requirements, the Construction Manager's fee, a bid tabulation showing all Subcontractor bids, with a minimum of three bids for each scope of work, lists of all allowances with associate cost, list of any unit prices, and a construction schedule.

**§ 2.2.3** To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price proposal for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope requested by the Owner,

unidentified systems, kinds and quality of materials, finishes or equipment not identified, all of which, if required, shall be incorporated by Change Order.

**§ 2.2.4** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

1. A list of the Drawings and Specifications, including all addenda thereto, and the conditions of the Contract;
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.3, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingencies, the Construction Manager's fee, and any unit prices;
4. A breakdown of the Construction Manager's General Conditions and General Requirements as per the General Conditions/General Conditions Cost Matrix;

5. A bid tabulation showing all Subcontractor bids, with a minimum of three bids for each scope of work; and
6. A detailed construction schedule showing the contractual date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based.

**§ 2.2.5** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's use, with Owner's written approval, to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

**§ 2.2.5.1** The contingency will be set forth as a line item within the Guaranteed Maximum Price. The Construction Manager will propose an amount for the contingency based on its knowledge of the Project, which includes the design of the corresponding construction phase as well as the status of material, equipment, and subcontract procurement at the time the Guaranteed Maximum Price is being negotiated. The contingency takes into account this knowledge and the Construction Manager's experience in the construction industry in general, and in the Construction Manager's best estimation, shall provide sufficient funds to account for contingent risks as may be anticipated for a Project of similar size, nature, and scope. The Construction Manager does not guarantee any line item of the Guaranteed Maximum Price, but instead guarantees the scope of Work as a whole will be produced within the Guaranteed Maximum Price. At Owner's sole discretion and upon written approval of Owner, the Construction Manager may adjust the contingency depending on whether savings or overages occur within any other line item.

**§ 2.2.5.2** Within the Guaranteed Maximum Price, as costs are finalized through the procurement process, the contingency may, in the Owner's sole discretion and upon written approval of Owner, be used to cover cost increases due to subcontract pricing errors or defaults, estimating or quantity take-off errors, and gaps in scope not evidenced at the time of development of the Guaranteed Maximum Price and not clearly identified in the basis of the Guaranteed Maximum Price. These gaps in scope are omissions on the part of the Construction Manager and not changes in scope made by the Architect after establishment of the Guaranteed Maximum Price. It is the intent of this Agreement that the Construction Manager, in consultation with the Owner and Architect, procure or secure pricing for as much material and equipment and as many subcontracts as practicable during preconstruction to minimize cost uncertainties. Once the initial procurement is complete, all realized line item savings will be reconciled and moved to contingency. Any changes to subcontractor contracts must be approved in writing by the Owner prior to issuance. Any use of line-item savings for change orders to subcontractor initial contracts is prohibited.

**§ 2.2.5.3** During construction, the contingency, in the Owner's sole discretion and upon written approval of Owner, may be used to cover the new amount of any additional costs resulting from local market fluctuations in labor and materials, inadvertent errors or oversights not due to contractor negligence as per Section 2.2.5.4, unforeseen site conditions, changes in requirements (such as building codes), changes requested by the Owner, scope gaps not identified in the procurement process, costs associated with schedule impacts or acceleration, and other costs incurred that are allocable as cost of Work items under Article 6 of the Agreement. The Construction Manager shall notify the Owner's representative in writing via a Proposed Contingency Use (PCU) when it requests to use the contingency and the reasons therefore for Owner's review and written approval. In the event the contingency is depleted due to Owner requested changes, the Owner will issue a change order to reimburse the contingency in the amount of the Owner requested changes only.

**§ 2.2.5.4** If any Subcontractor's Work is defective or nonconforming, prior to the Construction Manager's request to use the contingency to correct the Work, the Construction Manager will take reasonable steps to have the Subcontractor repair the Work at no additional cost and will take all reasonable steps to recover from the Subcontractor or its surety, any amounts used from the contingency to repair the Work. A Subcontractor that fails to perform or defaults shall not be paid funds from the contingency to repair or correct its defective or non-conforming Work.

§ 2.2.6 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. If the Construction Manager's Guaranteed Maximum Price proposed for a construction phase is greater than the Architect's cost estimate, the Architect will identify to the Construction Manager the items for which variances exist. The Architect, Owner, and Construction Manager will meet to review and analyze the variances with the objective of reconciling the estimate differences. In the event the parties cannot reconcile the estimate differences, if the proposed Guaranteed Maximum Price is still within the Owner's budget, the Owner may accept the Construction Manager's original Guaranteed Maximum Price. If proceeding with the proposed Guaranteed Maximum Price is not acceptable, the Owner may offer the Construction Manager a revised proposal. Should the Construction Manager not accept the Owner's offer, the Owner may direct the Construction Manager to revisit the proposal and initiate the process anew or may terminate the Agreement in accordance with Section 10.1 of the Agreement.

§ 2.2.7 The Owner shall have 30 (thirty) calendar days in which to accept the complete and accurate Construction Manager's Guaranteed Maximum Price proposal. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price authorization, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price authorization shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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

§ 2.2.9 The Owner shall authorize the Architect to complete the Drawings and Specifications, and to make revisions to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price authorization. The Owner shall promptly furnish those Drawings and Specifications to the Construction Manager as they are completed and revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price authorization and the revised Drawings and Specifications. The three parties shall Work as necessary to reconcile these discrepancies and shall make adjustments as applicable through use of the contingency or Change Orders.

§ 2.2.10 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price authorization is executed.

§ 2.2.11 In accordance with the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall agree to completing the associated Work within the time frame established for Substantial Completion. Once this time frame is accepted by the Owner and Architect, the Construction Manager agrees to maintain an approved construction schedule, and to meet all commencement, milestone and completion dates shown therein, including the mutually agreed upon Substantial Completion date.

## § 2.3 Construction Phase

### § 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of the General Conditions of the Contract for Construction, the date of commencement of the Work shall mean the date of commencement of the construction phase.

§ 2.3.1.2 The construction phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price complete and accurate proposal or the Owner's issuance of a notice to proceed, whichever occurs earlier.

### § 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate Agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to Contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other Agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other Agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the prior written consent of the Owner. If the subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction according to Section 6.10.2.

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

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price authorization, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.12 of the General Conditions of the Contract for Construction.

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

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed

changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect in accordance with Section 2.3.2.7 above.

## **§ 2.4 Professional Services**

Section 3.14.10 of the General Conditions of the Contract for Construction shall apply to both the preconstruction and construction phases.

## **§ 2.5 Hazardous Materials**

Section 10.4 of the General Conditions of the Contract for Construction shall apply to both the preconstruction and construction phases.

Article 3 Owner's Responsibilities

## **§ 3.1 Information and Services Required of the Owner**

### **§ 3.1.1 Program**

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

### **§ 3.1.2 Budget**

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

### **§ 3.1.3 Structural and Environmental Tests, Surveys and Reports**

During the preconstruction phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness

after receiving the Construction Manager's written request for such information or services. Unless otherwise directed or stated by Owner, the Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

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

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

### § 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. This representative may occasionally be referred to as the Project Manager. Except as otherwise provided in Section 4.2.1 of the General Conditions of the Contract for Construction, the Architect does not have such authority.

#### § 3.2.1 Legal Requirements

Unless otherwise provided in the Contract Documents, the Owner shall furnish all legal, insurance, and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

### § 3.3 Architect

The Owner has retained an Architect to provide services, duties and responsibilities for Architectural Services for Gwinnett County New Police Headquarters Project.

## ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 4.1 Compensation

§ 4.1.1 For the Construction Manager's preconstruction phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's preconstruction phase services described in Sections 2.1 and 2.2: (Lump Sum)

### § 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly by the Owner following presentation by the Construction Manager of a complete and accurate invoice detailing the services performed through the billing period and the associated fee amount due. The Owner shall notify the Construction Manager promptly of objections it has to the Construction Manager's invoices. Preconstruction services will be ongoing through the construction phases and completed upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposed for the final construction phase.

§ 4.2.2 Payments are due and payable within thirty (30) calendar days after receipt of the Construction Manager's complete and accurate invoice. Amounts unpaid sixty (60) calendar days after the invoice date shall bear interest at ½ % per month or pro rata fraction thereof beginning on the sixty-first (61<sup>st</sup>) calendar

day following the Owner's receipt of the pay request. The provisions of the Agreement are intended to supersede all provisions of the Georgia Prompt Pay act as provided by law.

## **ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

### **§ 5.1 General Conditions and Construction Manager's Fee**

For the Construction Manager's performance of the Work as described in section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's fee.

**§ 5.1.1** The Construction Manager's Fee:  
(Percentage based on the Scope of the Work)

**§ 5.1.2** The Construction Manager's General Conditions:  
The General Conditions are those costs associated with and in support of construction that are not directly related to specific construction activities. The expected General Conditions are outlined in the General Conditions I General Requirements Cost Matrix.

### **§ 5.2 Guaranteed Maximum Price**

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

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

### **§ 5.3 Changes in the Work**

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

**§ 5.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price authorization may be determined by any of the methods listed in Section 7.4.2 of the General Conditions of the Contract for Construction.

**§ 5.3.3** In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost," "costs," and "fee" as used in Section 7.4 of the General Conditions of the Contract for Construction shall have the meanings assigned to them in the General Conditions of the Contract for Construction and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in the above-referenced provisions of the General Conditions of the Contract for Construction shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term “fee” shall mean the Construction Manager’s fee as defined in Section 5.1 of this Agreement.

## **ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **§ 6.1 Costs to Be Reimbursed**

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

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

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

### **§ 6.2 Labor Costs**

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior written approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site, but only for that portion of time spent in performing the Work, and only to the extent such costs are consistent with a staffing plan approved in writing by the Owner.

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

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

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

### **§ 6.3 Subcontract Costs**

Subcontract costs include payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.



**§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 6.4.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

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

**§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

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

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

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

**§ 6.5.4** Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

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

**§ 6.5.6** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior written approval and adequate insurance coverage.

**§ 6.6 Miscellaneous Costs**

**§ 6.6.1** Premiums for insurance coverage and bonds required by the Contract Documents that can be directly attributed to the Work.

**§ 6.6.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

**§ 6.6.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay not paid by the Owner.

**§ 6.6.4** Costs for utility services provided at the Project site and consumed in performance of the Work not paid by Owner.

§ 6.6.5 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.6.3 of the General Conditions of the Contract for Construction or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.19 of the General Conditions of the Contract for Construction or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.7 Costs for acquiring or leasing electronic equipment and software directly related to the Work with the Owner's prior written approval.

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

### § 6.7 Other Costs and Emergencies

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

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.5 of the General Conditions of the Contract for Construction.

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

### § 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

1. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2;
2. Expenses of the Construction Manager's principal office and offices other than the site office;
3. Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
4. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
5. Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
6. Any cost not specifically and expressly described in Sections 6.1 to 6.7;

7. Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
8. Costs for services incurred during the preconstruction phase.
9. Any cost paid by the Construction Manager regarded as a reimbursable cost in article 6 to the extent such cost is recovered by the Construction Manager from a Subcontractor, vendor, insurer, or otherwise.

### **§ 6.9 Discounts, Rebates and Refunds**

**§ 6.9.1** The Construction Manager shall notify the Owner of potential cash discounts prior to making related payments or submitting for same on its application for payment so that the Owner may accept and accrue the full savings from such discounts through the normal payment process. The Construction Manager also shall provide prior notice to the Owner and make provisions so that all savings received by the Construction Manager for trade discounts, rebates, refunds, and amounts received for sale of surplus materials and equipment can be obtained by and accrued to the Owner through the normal payment process.

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

### **§ 6.10 Related Party Transactions**

**§ 6.10.1** For purposes of Section 6.10, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common Ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent (10%) in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term “related party” includes any member of the immediate family of any person identified above.

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

equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

### **§ 6.11 Accounting Records**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under this Agreement and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to and shall be permitted to audit and copy the Construction Manager’s records and accounts including complete documentation supporting accounting entries, books, correspondence, instructions, Drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Agreement. The Construction Manager shall preserve these records for a period of three (3) years after final payment, or for such longer period as may be required by law and applicable records retention schedules.

**ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES****§ 7.1 Progress Payments**

Based upon applications for payment submitted to the Architect by the Construction Manager and certificates for payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided in Article 9 of the General Conditions of the Contract for Construction.

**§ 7.2 Payment upon Final Completion of the Project**

The Owner shall make payment to the Construction Manager for final completion of the project as provided in Article 9 of the General Conditions of the Contract for Construction.

**ARTICLE 8 INSURANCE AND BONDS**

For all phases of the Project, the Construction Manager shall purchase and maintain insurance and shall provide bonds as set forth in Article 11 of the General Conditions of the Contract for Construction.

**ARTICLE 9 DISPUTE RESOLUTION**

Any claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in Article 15 of the General Conditions of the Contract for Construction.

**ARTICLE 10 TERMINATION OR SUSPENSION****§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price**

**§ 10.1.1 10.1.1** Prior to the execution of the initial Guaranteed Maximum Price authorization, the Owner may terminate this Agreement upon not less than thirty (30) calendar day's written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate the Agreement for cause for the reason and under the terms provided hereafter within this section. In the event the Owner fails to make payment to the Construction Manager as required by the Agreement, the Construction Manager shall have the right to terminate the Agreement for cause provided the Construction Manager first provides the Owner fifteen (15) calendar days prior written notice and provided further that after timely receipt of such notice, the Owner fails to make payments as required by the terms and conditions of the Agreement.

**§ 10.1.2** In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for preconstruction phase services performed prior to receipt

of a notice of termination. In no event shall the Construction Manager's compensation under this section exceed the compensation set forth in Section 4.1.

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

1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
2. Add the Construction Manager's fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.
3. Subtract the aggregate of previous payments made by the Owner for construction phase services.

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

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

#### **§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price**

Following execution of the initial Guaranteed Maximum Price authorization and subject to the provisions of Section 10.2.1 below, the Agreement may be terminated as provided in Article 14 of the General Conditions of the Contract for Construction.

**§ 10.2.1** If the Owner terminates the Agreement after execution of the initial Guaranteed Maximum Price authorization, the amount payable to the Construction Manager pursuant to Article 14 of the General Conditions of the Contract for Construction shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

#### **§ 10.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of the General Conditions of the Contract for Construction. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.2.1 of the General Conditions of the Contract for Construction, except that the term "profit" shall be understood to mean the Construction Manager's fee as described in Sections 5.1 and 5.3.5 of this Agreement.

### **ARTICLE 11 MISCELLANEOUS PROVISIONS**

#### **§ 11.1 Terms**

Terms in this Agreement shall have the same meaning as those in the General Conditions of the Contract for Construction.

#### **§ 11.2 Ownership and Use of Documents**

Section 1.5 of the General Conditions of the Contract for Construction shall apply to both the preconstruction and construction phases.

#### **§ 11.3 Governing Law**

Section 13.1 of the General Conditions of the Contract for Construction shall apply to both the preconstruction and construction phases.

**§ 11.4 Assignment**

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other. Except as provided in Section 13.2 of the General Conditions of the Contract for Construction, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**ARTICLE 12 SCOPE OF THE AGREEMENT**

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

(Signatures Next Page)

RP001-25

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this CONTRACT to be signed, sealed and delivered.

**GWINNETT COUNTY, GEORGIA**

By: \_\_\_\_\_  
Nicole Love Hendrickson, Chairwoman  
Gwinnett County Board of Commissioners  
ATTEST:

\_\_\_\_\_  
County Clerk  
Board of Commissioners

(County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Gwinnett County Staff Attorney

CONSTRUCTION MANAGER: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary

(Seal)

**SAMPLE GUARANTEED MAXIMUM PRICE AUTHORIZATION**

**Exhibit A**

**PROJECT**

Gwinnett County New Police Headquarters Project  
800 Hi Hope Road  
Lawrenceville, Georgia 30043

**OWNER**

Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, Georgia 30046

**CONSTRUCTION MANAGER**

Name  
Address  
City, State, Zip

Article A.1

A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.7 of the Agreement, the Owner and Construction Manager hereby establish a Guaranteed Maximum Price for the Phase of Work described as \_\_\_\_\_. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum for the phase of Work shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of Work as that term is defined in Article 6 of the Agreement.

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

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

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A.1.1.3 The Guaranteed Maximum Price is inclusive of the following Alternates, which are described in the Contract Documents and hereby accepted by the Owner:

(Provide the identification numbers and descriptions of the accepted Alternates. If there is a provision for the Owner to accept other Alternates subsequent to the execution of the Authorization, attach a schedule of these Alternates showing the amount for each and the date by which it must be accepted.)

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A.1.1.4 The Guaranteed Maximum Price includes the following Allowances:  
(Identify the Allowances and state any exclusions from the Allowance prices.)



RP001-25

Item Price

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»

A.1.1.5 The Guaranteed Maximum Price is based upon the following Conditions of the Contract for Construction and these Supplementary Conditions:

Document/Title Date Pages

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A.1.1.6 The Guaranteed Maximum Price is based upon the following Specifications:  
(List the Specifications here or refer to an exhibit attached to the Authorization.)

Section/Title Date Pages

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»

A.1.1.7 The Guaranteed Maximum Price is based upon the following Drawings:  
(List the Drawings here or refer to an Exhibit attached to the Authorization.)

Number/Title Date

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A.1.1.8 The Guaranteed Maximum Price is based upon the following Sustainability Plan:  
(Identify the document or documents that comprise the Sustainability Plan by title, date, number of pages, and other identifying information.)

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A.1.1.9 The Guaranteed Maximum Price is based upon the following Assumptions:  
(Itemize any mutually agreed to assumptions regarding the design and construction that affect the Contract Sum and are not explicitly provided for in the other documents identified and listed herein.)

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A.1.1.10 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other document or information here or refer to an exhibit attached to the Authorization.)

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**Article A.2**

A.2.1 Contract Time

The contractual date of Substantial Completion established by the Authorization is:

»

**GWINNETT COUNTY, GEORGIA**

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT AUTHORIZATION** to be signed, sealed and delivered.

By: \_\_\_\_\_  
Glenn Stephens, County Administrator  
Gwinnett County Board of Commissioners

ATTEST:  
\_\_\_\_\_  
County Clerk  
Board of Commissioners

APPROVED AS TO FORM:  
\_\_\_\_\_  
Gwinnett County Staff Attorney

CONSTRUCTION MANAGER: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary

(Seal)

**GENERAL CONDITIONS OF  
CONTRACT FOR CONSTRUCTION**

**ARTICLE 1 GENERAL PROVISIONS****§ 1.1 Basic Definitions****§ 1.1.1 Contract Documents**

The Contract documents consist of these General Conditions of Contract for Construction (hereinafter referred to as General Conditions), the Agreement between Owner and Construction Manager as Constructor (hereinafter referred to as the Agreement), Request for Proposal including all Drawings, Specifications, Addenda issued prior to the execution of the Agreement, other documents listed in the Agreement or in the General Conditions, and modifications issued after execution of the Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to the Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.4 of the Agreement and identified in the Guaranteed Maximum Price authorization and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.9 of the Agreement.

**§ 1.1.2 Contract for Construction**

The Contract Documents form the Contract for Construction (hereinafter frequently referred to as the Contract). The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations or Agreements, either written or oral. The Contract may be amended or modified only by a modification. If anything in the Contract Documents, other than a modification, is inconsistent with the Agreement between Owner and Construction Manager, the Agreement between Owner and Construction Manager shall govern. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

**§ 1.1.3 Architect**

The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 1.1.4 Change Order**

A Change Order is a written instrument prepared by the Architect and approved in writing by the Owner and Contractor stating their Agreement upon all of the following:

1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Sum; and
3. The extent of the adjustment, if any, in the Contract Time.

**§ 1.1.5 Contractor**

The Contractor referred to in these General Conditions shall be the same as the Construction Manager referred to in the Agreement. The Contractor is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

The Contract Sum shall mean, for the Project or a construction phase of the Project, the sum agreed upon for the associated Work as approved in the Guaranteed Maximum Price authorization or the cumulative value of such authorizations. Said Contract Sum may be adjusted in accordance with the Agreement.

#### **§ 1.1.7 Contract Time**

Contract Time shall mean for the Project, or any milestone or construction phase, the period of time allotted for Substantial Completion of such Project milestone or construction phase as approved in the Guaranteed Maximum Price authorization associated with that Work element, or the cumulative time associated with such authorizations. Said Contract Time may be adjusted in accordance with the Agreement.

Contract Time is an essential element of this Agreement. Owner and the Contractor acknowledge and agree that if the Work, or a portion thereof, is not completed by any contractually established date, Owner will be damaged, the amount of such damage would be difficult or impossible to estimate accurately, and the damages set forth in this Section are reasonable estimates of Owner's probable losses. Therefore, for the purpose of computing damages under the provisions of this Agreement, the Contractor shall be liable for, and hereby agrees to pay Owner, as liquidated damages and not as a penalty, the amount of **\$1,000.00** per calendar day for each day the Work, or a portion thereof, is delayed past the Substantial Completion date for each phase. There will be no damages for Owner delay.

The period of time allotted between Substantial Completion and Final Completion is one hundred and twenty (120) calendar days.

#### **§ 1.1.8 Drawings**

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

#### **§ 1.1.9 Final Completion**

Final Completion is the stage in the progress of Work when the Work is 100% complete which includes: completion of all punch list activities; all closeout documents as required have been submitted and approved by the Owner and Architect; the Certificate of Final Completion has been issued and signed by the Contractor, Owner, and Architect; all attic stock as required has been provided to the Owner; and the final pay application for retainage has been issued. The timeframe for Final Completion is 120 calendar days from the date of Substantial Completion.

#### **§ 1.1.10 Guaranteed Maximum Price**

The Guaranteed Maximum Price shall mean the Construction Manager's Guaranteed Maximum Price for performance of the Work in accordance with Article 5 of the Agreement authorized by the Owner. The Construction Manager's Guaranteed Maximum Price proposal for the performance of the Work is based upon the 75% Construction Documents or another mutually agreed to design stage. The Guaranteed Maximum Price includes the actual costs, Construction Manager's fee, and a contingency reserve. In each case, the Guaranteed Maximum Price is subject to the review, analysis and acceptance of the Owner. The Guaranteed Maximum Price may be adjusted from time to time by Change Orders approved by the Owner and Construction Manager.

#### **§ 1.1.11 Instruments of Service**

Instruments of service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative Work performed by the Architect and the Architect's consultants

under their respective professional services Agreements. Instruments of service may include, without limitation, studies, surveys, models, sketches, Drawings, Specifications, and other similar materials.

#### **§ 1.1.12 Owner**

The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall act on behalf of the Owner with respect to administration of the project and who shall render decisions promptly and furnish information expeditiously, so to avoid unreasonable delay in the services or Work of the Construction Manager. The representative may on occasion be referred to in the Contract Documents as the Project Manager. Except as provided in Section 4.2.1 of the General Conditions of the Contract for Construction, the Architect does not have the authority assigned to this representative. In addition, in this Agreement, the Gwinnett County Board of Commissioners delegates authority to the Gwinnett County-County Administrator to approve Guaranteed Maximum Price Authorizations and related Change Orders up to the maximum amount of the Agreement award ceiling. The term "Owner", thus may mean the Owner, Owner's representative, or the County Administrator in this assigned role. Other than stated herein, no representative of the Owner shall have the authority to bind the Owner with respect to any matter requiring approval of the Gwinnett County Board of Commissioners.

#### **§ 1.1.13 Project**

The Project is the total construction of Gwinnett County New Police Headquarters Facility and associated site improvements, as defined in the project description section of the request for proposal.

#### **§ 1.1.14 Specifications**

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

#### **§ 1.1.15 Subcontractor**

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

#### **§ 1.1.16 Sub-subcontractor**

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

#### **§ 1.1.17 Substantial Completion**

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use without interruption by construction or close-out activities. A Temporary Certificate of Occupancy or a Final Certificate of Occupancy from the Authority Having Jurisdiction is a requirement to issue a Certification of Substantial Completion.

#### **§ 1.1.18 Work**

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

## **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event there are any conflicting provisions or requirements in Contract Documents, the components shall take precedence in the following order:

1. Supplemental Agreement/Change Order
2. Agreement
3. General Conditions
4. Specifications/Scope of Work
5. Drawings

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

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

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other published documents.

### **§ 1.4 Interpretation**

In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

## **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect’s consultants shall be deemed the authors of their respective instruments of service, including the Drawings and Specifications. All Drawings, Specifications, and other documents prepared by the Architect as instruments of service for the Project are the property of the Owner. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner’s, Architect’s or Architect’s consultants’ reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the instruments of service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the instruments of service on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

### **§ 1.6 Transmission of Data in Digital Form**

If the parties intend to transmit instruments of service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

**§ 2.1 General**

The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall act on behalf of the Owner with respect to administration of the project and who shall render decisions promptly and furnish information expeditiously, so to avoid unreasonable delay in the services or Work of the Construction Manager. The representative may on occasion be referred to in the Contract Documents as the Project Manager. Except as provided in Section 4.2.1 of the General Conditions of the Contract for Construction, the Architect does not have the authority assigned to this representative. In addition, in this agreement, the Gwinnett County Board of Commissioners delegates authority to the Gwinnett County-County Administrator to approve Guaranteed Maximum Price Authorizations and related Change Orders up to the maximum amount of the Agreement award ceiling. The term "Owner", thus may mean the Owner, Owner's representative, or the County Administrator in this assigned role. Other than stated herein, no representative of the Owner shall have the authority to bind the Owner with respect to any matter requiring approval of the Gwinnett County Board of Commissioners.

**§ 2.2 Information and Services Required of the Owner**

**§ 2.2.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.2.2** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

**§ 2.2.3** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.2.4** The Owner does not warrant that any documents or information provided by Owner will be free from defect or error and the Construction Manager is responsible for verifying viability of any information and plans provided.

**§ 2.3 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner or Architect may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of the Owner or Architect to stop the Work shall not give rise to a duty on the part of the Owner or Architect to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

**§ 2.4 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) calendar day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. Such action by the

Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor and submission of each Guaranteed Maximum Price proposal is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before submitting its pricing proposals and before starting each portion of the Work, carefully study and compare the various Contract Documents relative to the Work, as well as the information furnished by the Owner pursuant to Sections 2.2.2 and 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. The Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, has properly stopped the affected Work until ordered to proceed, and has otherwise followed the instructions of the Architect, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.



### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. All Work shall be performed in a skilled and workmanlike manner.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. All areas within the limits of the Project that are determined by the Architect to be unnecessarily damaged due either directly or indirectly in the process of construction, shall be the responsibility of the Contractor to correct and repair without additional compensation.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 Labor and Materials**

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

**§ 3.4.2** The Contractor may make substitutions only under the terms of the Contract Documents and with the written consent of the Owner, after evaluation by the Architect, and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Architect may, by written notice, require the Contractor to remove from the Work any employee or Subcontractor deemed by the Architect to be incompetent.

### **§ 3.5 Warranties**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** If within one year after the date of Substantial Completion or within such longer period as may be prescribed by law or by the term of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct such Work promptly after receipt of written notice from the Owner to do so. This obligation shall survive both final payment for the Work and termination of the Contract.

**§ 3.5.3** Without limiting the responsibility of the Contractor pursuant to the Contract, all warranties given by manufacturers for materials or equipment incorporated in the Work are hereby assigned by the Contractor to the Owner. If requested, the Contractor shall execute formal assignments of said manufacturers' warranties to the Owner. All such warranties shall be directly enforceable by the Owner.

**§ 3.5.4** The warranties contained in this Contract, as well as the warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or inclusive. No one or more warranties contained herein shall be deemed to alter or limit any other.

### **§ 3.6 Taxes**

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes as well as any other taxes or duties on the materials, equipment, and labor for the Work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received or negotiations concluded, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the Owner at all reasonable times for inspection and copying.

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. If any permit license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to any additional compensation.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. The Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Architect, against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the Work, whether occasioned by the Contractor, his agents or employees.

### **§ 3.8 Familiarity with Work Conditions**

The Contractor shall take all steps necessary to ascertain the nature and location of the Work and the general and local conditions, which may affect the Work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the Work, including, but not limited to conditions relating to transportation, handling and storage of materials, availability of labor, site access, availability of utilities, weather, topographic and subsurface conditions, other separate contracts to be entered into by the Owner relating to the Project which may affect the Work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the Work shall not relieve the Contractor of its responsibilities pursuant to this Contract and shall not constitute a basis for an equitable adjustment of the Contract terms. The Owner assumes no responsibility for any understandings or representations concerning conditions of the Work made by any of its officers, agents, or employees prior to the execution of this Contract.

### **§ 3.9 Concealed or Unknown Conditions**

**§ 3.9.1** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than fourteen (14) calendar days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

**§ 3.9.2** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.10 Allowances**

**§ 3.10.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. The Contractor shall notify the Owner's representative via e-Builder's Potential Allowance Use (PAU) process prior to the Contractor's using the allowance with appropriate documentation to substantiate costs.

**§ 3.10.2** Unless otherwise provided in the Contract Documents,

1. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the GMP Contract Sum but not in the allowances; and
3. Whenever costs are more than or less than allowances, the allowance shall be adjusted accordingly by the Construction Manager's Contingency with the Owner's written approval. The Contingency amount shall reflect (1) the difference between actual costs and the allowances under Section 3.10.2.1 and (2) changes in Contractor's costs under Section 3.10.2.2.

§ 3.10.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.11 Contractor's Representatives

§ 3.11.1 The Contractor shall employ and designate a competent representative ("Project manager") who shall have complete authority to administer the Contract and the Work, to receive directions, questions, and information from the Architect; and to represent the Contractor on all matters arising pursuant to the Contract. This Project manager shall be made known to the Owner and Architect prior to the award of the Contract and shall be acceptable to both parties. The Contractor shall not remove the Project manager without first notifying the Owner and Architect in writing and providing information indicating the experience and adequacy of the replacement. The replacement Project manager shall be subject to the Owner's and Architect's written approval, which shall not be unreasonably withheld or delayed.

§ 3.11.2 The Contractor also shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site full time during the performance of the Work. In the absence of the Project manager on site, the superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be made known to the Owner and Architect prior to award of the Contract and shall be acceptable to both parties. The Contractor shall not remove the superintendent without first notifying the Owner and Architect in writing indicating the experience and adequacy of the replacement. The replacement superintendent shall be subject to the Owner's and Architect's written approval, which shall not be unreasonably withheld or delayed.

### § 3.12 Contractor's Construction Schedules

§ 3.12.1 The Contractor, promptly after receipt of the Guaranteed Maximum Price authorization, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits established in the Guaranteed Maximum Price authorization under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall be in such form and shall utilize such format as the Owner may require.

§ 3.12.2 The Contractor shall prepare a submittal schedule, promptly after receipt of the Guaranteed Maximum Price authorization and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's written approval. The Architect's and Owner's written approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.12.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.13 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner and Architect one copy of the Drawings, Specifications, addenda, Change Orders and other modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved shop Drawings, product data, samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.14 Shop Drawings, Product Data and Samples**

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

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

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

**§ 3.14.4** Shop Drawings, product data, samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.14.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect, shop Drawings, product data, samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate Contractors.

**§ 3.14.6** By submitting shop Drawings, product data, samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials and their lead time, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.14.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of shop Drawings, product data, samples or similar submittals until the respective submittal has been approved by the Architect.

**§ 3.14.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's or Owner's approval of shop Drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or construction change directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in shop Drawings, product data, samples or similar submittals by the Architect's approval thereof.

**§ 3.14.9** The Contractor shall direct specific attention, in writing or on resubmitted shop Drawings, product data, samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.14.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents

for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all Drawings, calculations, Specifications, certifications, shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.14.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.15 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.16 Cutting and Patching**

**§ 3.16.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

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

### **§ 3.17 Cleaning Up**

**§ 3.17.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract on a daily basis. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 3.17.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.18 Access to Work**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located. The Owner reserves the right to enter the site of the Work by such agent as it may elect for the purpose of inspecting the Work or installing such collateral Work as the Owner may desire.

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**§ 3.19 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent; the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

**§ 3.20 Indemnification**

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the Owner, the Architect, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this Agreement. In any and all claims against the Owner, the Architect, or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

**ARTICLE 4 ARCHITECT**

**§ 4.1 General**

**§ 4.1.1** The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall employ a successor Architect whose status under the Contract Documents shall be that of the Architect.

**§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final certificate for payment. The Architect will have authority to act on behalf of the Owner to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to inspect the progress and quality of the portion of the Work completed and to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 If directed by the Owner, the Construction Manager shall communicate with the Owner through the Architect. The Construction Manager shall communicate with the Architect's consultants through the Architect.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's applications for payment, the Architect will review and certify the amounts due the Contractor and will issue certificates for payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.6.1 and 13.6.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as shop Drawings, product data and samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.14. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and construction change directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.9.1.



§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue certificates of Substantial Completion pursuant to Section 9.9; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.11; and issue a final certificate for payment pursuant to Section 9.11.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such Project representatives shall be as set forth in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made within any time limits agreed upon in the Contract Documents or otherwise with reasonable promptness. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from, the Contract Documents and will be in writing or in the form of Drawings. The Architect shall maintain a record of requests and interpretations and the status and impact of said requests and interpretations and shall keep the Owner and Contractor informed.

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

§ 4.2.13 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.14 The Architect will participate in bi-weekly on-site meetings with the Owner, Contractor, and Subcontractors to review the progress of the Work and to address any issues involving such. This meeting may coincide with site inspections or payment reviews. The Architect will establish the agenda for these meetings and will be responsible for preparation and distribution of meeting minutes. Additional requirements for Project related meetings are contained in the Contract Documents.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

### **§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after receipt of a Guaranteed Maximum Price authorization, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work as submitted with the

Guaranteed Maximum Price. The Architect may reply within fourteen (14) calendar days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-calendar day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not Contract with a proposed person or entity to whom the Owner or Architect has not approved in writing or made reasonable and timely objection. The Contractor shall not be required to Contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

### **§ 5.3 Sub-contractual Relations**

By appropriate Agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these documents, assumes toward the Owner and Architect. Each subcontract Agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract Agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar Agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract Agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract Agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### **§ 5.4 Contingent Assignment of Subcontracts**

**§ 5.4.1** Each subcontract Agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

1. Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.1 and only for those subcontract Agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
2. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract Agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than thirty (30) calendar days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.

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

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

### **§ 6.2 Mutual Responsibility**

§ 6.2.1 The Contractor shall afford the Owner and separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. The Owner shall endeavor to ensure that its personnel or separate Contractors do not cause any conflict with the Work of the Contractor.

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

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate Contractors as provided in Section 10.2.5.

**ARTICLE 7 CHANGES IN THE WORK****§ 7.1 General**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Guaranteed Maximum Price authorization, and without invalidating the Contract, by Change Order, construction change directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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

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

**§ 7.2 Change Orders**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and approved in writing by the Owner and Contractor stating their Agreement upon all of the following:

1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Sum; and
3. The extent of the adjustment, if any, in the Contract Time.

**§ 7.2.2** Upon receipt of a Change Order, the Contractor shall comply therewith and perform, or omit as the case may be, each item of Work set forth therein, furnishing, or omitting all labor, material, and equipment necessary, in the same manner as if such Work were originally included or excluded in the Guaranteed Maximum Price authorization. Contractor's written acceptance of a Change Order shall constitute its final and binding Agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. In the absence of a fully executed Change Order, the Contractor shall not be entitled to payment or an extension of the time of completion on account of any changes made.

**§ 7.2.3** The cost basis of a Change Order may be a lump sum, unit prices, or time and materials, also referred to as force account. Lump sum changes must be supported by the cost breakdowns required in the change proposal.

**§ 7.3 Change Proposal Request**

**§ 7.3.1** The change proposal request is the method by which the Owner, through the Architect, requests Contractor proposals for changes in the Work. These requested changes may originate with the Owner or Architect as changes in the Drawings or Specifications, may be responses to unexpected site conditions, or may be responses to issues raised by the Contractor through requests for information or document clarifications. Change proposal requests are not directions to change the Work.

**§ 7.3.2** Unless specified differently on the change proposal request, the Contractor will be expected to reply in writing to all such requests within seven (7) calendar days of receipt.

**§ 7.4 Construction Change Directive**

**§ 7.4.1** A construction change directive is a written order prepared and signed by the Architect and Owner directing a change in the Work prior to an Agreement on adjustment, if any, in the Contract Sum, Contract

Time, or both. The construction change directive may be issued because of 1) situations that threaten life and safety, 2) the need to address previously unknown conditions, or 3) the need to maintain the timely and orderly sequencing of the Work. The Owner may by the construction change directive, and without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions with the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.4.2** The construction change directive shall be used in the absence of total Agreement on the terms of a Change Order. If the construction change directive anticipates a change in the Contract Sum, the Architect shall indicate in the directive whether the adjustment will be made by 1) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, 2) unit prices stated in the Contract Documents or subsequently agreed upon, or 3) or a force account basis as outlined in Section 7.6.

**§ 7.4.3** Upon receipt of a construction change directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's Agreement or disagreement with the method, if any, provided in the construction change directive for determining the proposed adjustment in the Contract Sum or Contract Time. If the Contractor is in Agreement, the Contractor shall submit a change proposal as described herein for evaluation. The change proposal costs, when mutually acceptable to the Owner and Contractor shall be incorporated into the Contract by Change Order. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including an amount for overhead and profit as set forth in the Contract. This calculation of cost shall be made under the terms for time and materials Work under Section 7.6.

## **§ 7.5 Change Proposal**

**§ 7.5.1** The Contractor will submit change proposals within thirty (30) calendar days in response to change proposal requests, in response to construction change directives, in accompaniment of substitution requests, and as follow up and support to previously filed claims for extra cost or time.

**§ 7.5.2** Every change proposal shall include the following information as applicable:

1. The amount of change in the Contract Sum, if any;
2. The amount of change in the Contract Time, if any, explained relative to the approved construction schedule justified in terms of the critical path of the Work and the requirements of the Contract;
3. Cost breakdowns detailing the applicable Work items and inclusive of quantities and unit prices for labor; materials, products, equipment usage, expenses for bonds, insurance and taxes; and overhead and profit, with Subcontractor and Sub-subcontractor expenses presented at the same level of detail;
4. The period of time within which the proposed changes in Contract Sum or time will be valid; and
5. A statement describing the effect the change may have on the Work of other prime Contractors or the Owner.

**§ 7.5.3** Fees for administration, overhead and profit shall be limited to the submitted percentage (%) fee for Profit, Corporate Overhead, and Mark-ups applied to additive and deductive work for the Contractor or 15% for the Subcontractor performing the Work. On Work performed by a Subcontractor, the Contractor may markup said Work for purposes of administration, overhead and profit by no more than the submitted percentage (%) fee for Profit, Corporate Overhead, and Mark-ups applied to additive and deductive work. On Work performed by a Sub-subcontractor, the Subcontractor may markup said Work for purposes of administration, overhead and profit by no more than 5%; the prime Contractor shall not mark up the Work of Sub-subcontractors separately from the mark-up on the Subcontractor. The maximum total allowable

cost to Owner shall be the cost of the Work plus a maximum collective aggregate fee for the Contractor and all tiered subcontractors of **20% plus the fixed fee percentage as stated in the CMAr Contract.**

**§ 7.5.4** The Contractor shall not place a reservation on a change proposal that holds open the Contractor's right to claim additional costs for indirect or impact damages related to the change such as alleged costs for disruption, interference, delay, acceleration or remobilization; or any consequential damage or costs.

**§ 7.5.5** If the change proposal is related to a claim for additional cost or time, Contractor shall indicate the origin and date of the initial claim notice and detail the basis of the claim and the associated costs.

### **§ 7.6 Time and Materials Work**

When no Agreement is reached for extra Work to be done at lump sum or unit prices, such Work may be authorized by the Owner to be done on a time and materials basis. A time and materials estimate that identifies all anticipated costs shall be prepared by the Contractor on forms provided by the Architect. Work shall not begin until the time and materials account is approved by the Architect. Payment for time and materials Work will be in accordance with the following:

1. Labor: the Contractor shall receive the rate of wage agreed to for all hours the labor, equipment operators and supervisors, excluding the superintendent, are actually engaged in the specific operations and Work required. The Contractor shall receive the actual costs paid to the workers inclusive of wages, allowances, health and welfare benefits and pension fund benefits.
2. Bonds, insurance and taxes: the Contractor shall receive the actual cost for property damage, liability, and worker's compensation insurance premiums, unemployment, insurance contributions, and social security taxes on the time and materials Work.
3. Materials: the Contractor shall receive the actual cost for materials and products incorporated in the Work and accepted by the Architect, including Contractor paid freight or shipping expenses.
4. Equipment: for any machinery or special equipment (other than small tools), the use of which is essential to the Work and approved by the Architect, the Contractor shall receive fair market rental rates for the actual time that such equipment is in operation on the Work or required to stand by.
5. Overhead and profit: on the total of all costs described above, the Contractor will be allowed to add the submitted percent (%) fee for Profit, Corporate Overhead, and Mark-ups applied to additive and deductive work as compensation for administration, overhead and profit.
6. Miscellaneous: no additional allowance will be made for general requirements costs, superintendence, use of small tools or other costs for which no specific allowance is herein provided.
7. Subcontract Time and Materials Work: for Work performed by a Subcontractor or Sub-subcontractor, all provisions of this section that apply to the Contractor in respect to labor, materials and equipment shall govern. The prime Contractor shall coordinate the Work of its Subcontractors and will be allowed an amount to cover administrative costs and profit equal to the submitted percent (%) fee for Profit, Corporate Overhead, and Mark-ups applied to additive and deductive work. Mark-up for Sub-subcontractor Work will be limited to 5% by the Subcontractor.
8. Compensation: the Contractor shall maintain records of the cost of all Work done each day as ordered on a time and materials basis and shall provide such records to the Architect.
9. Statements: no payment will be made on Work performed on a time and materials basis until the Contractor has furnished the Architect with itemized statements of the cost of such time and materials Work detailed as follows:
  - A. Name, classification, date, daily hours, rate and extension for each laborer, equipment operator and supervisor;
  - B. Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security tax;
  - C. Quantity of materials, prices, and extensions; and
  - D. Designation, dates, daily hours, rental rate and extension for each unit of machinery and equipment.

Statements shall be accompanied and supported by invoices for all materials used, including evidence of transportation charges and taxes. However, if materials used on time and materials Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from stock, that quantity claimed was actually used and price claimed represents actual cost to the Contractor.

### **§ 7.7 Minor Changes in Work**

The Architect has the authority to order minor changes in the Work not involving adjustments in the Contract Sum or extensions of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by a written order signed by the Architect and shall be binding on the Owner and Contractor.

## **ARTICLE 8 TIME**

### **§ 8.1 Definitions**

**§ 8.1.1** Unless otherwise provided, Contract Time shall mean for the Project, or any milestone or construction phase, the period of time allotted for Substantial Completion of such milestone or construction phase approved in the Guaranteed Price authorization associated with that Work element , or the cumulative time associated with such authorizations. Said Contract Time may be adjusted in accordance with the Agreement.

**§ 8.1.2** The date of commencement of the Work is the date established in the Guaranteed Maximum Price authorization or mutually agreed to by the Owner, Construction Manager and Architect after execution of the Guaranteed Maximum Price authorization.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.9.

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

### **§ 8.2 Progress and Completion**

**§ 8.2.1** Time is of the essence of the Contract. By executing a Guaranteed Maximum Price authorization, the Contractor confirms that the established Contract Time associated with the Guaranteed Maximum Price is a reasonable period for performing the Work.

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

**§ 8.2.3** The Contractor shall diligently prosecute the Work to achieve Substantial Completion within the specified Contract Time. The Contractor's procurement and construction plan, the sequence and method of operations, and the Work force employed, including the management and supervisory personnel, shall be adequate to ensure completion within the specified time.

### **§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** Inclement Weather: The Contractor shall not be entitled to an extension of the Contract Time due to normal inclement weather unless the Contractor can substantiate to the satisfaction of the Architect and Owner that there was greater than normal inclement weather considering the term of the Contract

and the affected phases of the Work using a ten-year average of accumulated mean values for climatological data compiled by the U.S. Department Of Commerce For Atlanta, Georgia and that such greater than normal inclement weather actually delayed the critical path of the Work so as to cause a delay in Substantial Completion of the Project.

**§ 8.3.2** Delay: The Contractor may be entitled to an extension of the Contract Time, but not an increase in the Contract Sum, for delays arising from unforeseeable causes beyond the control of and without the fault of the Contractor or its Subcontractors for labor strikes, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, unusual delays in deliveries, fire or casualty, by acts of god, or by acts of another Contractor employed by the Owner, or by an act of neglect by the Owner or Architect.

**§ 8.3.3** Notice of Delay: The Contractor shall not receive an extension of time unless a notice of a delay is filed in writing with the Owner and the Architect within ten (10) calendar days of the first instance of such delay, disruption, interference or hindrance and a written statement of the claim is filed in writing with the Architect and the Owner within twenty (20) calendar days of the first such instance. In the event that the Contractor fails to comply with this provision, the Contractor waives any claim, which it may have for an extension of time pursuant to the Contract. The notice of delay shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

#### **§ 8.4 Impact Damages**

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

#### **§ 8.5 Progress of Work and Acceleration**

**§ 8.5.1** To the extent that the Contractor is entitled to additional compensation for delay, an absolute condition precedent to such entitlement shall be strict compliance with all requirements and procedures for entitlement to an extension of time herein. If the Work actually in place falls behind the currently updated and approved Project network schedule, and it becomes apparent from the current schedule that Work will not be completed within the Contract Time, the Contractor agrees that it will, as necessary, or as directed by the Architect, take action at no additional cost to the Owner to improve the progress of the Work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the Work in a timely fashion.

**§ 8.5.2** The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the Owner or Architect that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified. In such event, the Owner shall have the right to furnish such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor and the Contractor shall be liable for such costs incurred by the Owner.



§ 8.5.3 All monies due the Owner pursuant to the acceleration provisions of this Contract may be decided by the Owner from monies due from the Owner to the Contractor. The remedies of the Owner concerning acceleration are in addition to and without prejudice to all of the rights and remedies of the Owner at law, in equity, or contained in this Contract.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

### **§ 9.2 Schedule of Values**

The Contractor shall submit to the Architect, before the first application for payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, upon approval by the Architect, shall be used as a basis for reviewing the Contractor's applications for payment and shall be used for the purpose of tracking actual costs reimbursed to the Contractor against the portion of the Guaranteed Maximum Price applicable to the progress of the Work. The schedule of values shall be in sufficient detail to permit the Architect and Owner to properly evaluate the accuracy of the Contractor's application for payment, and at a minimum, shall allocate the Contractor's estimate of actual cost to each of the discrete components of the Work, and separately identify the Contractor's Fee and contingency. Each application for payment submitted by the Contractor shall in the schedule of values, reflect the percentage of completion achieved for each portion of the Work through the date of the application for payment.

### **§ 9.3 Applications for Payment**

§ 9.3.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month. Applications for payment submitted by the Contractor shall be in a form and format approved by the Architect and Owner and shall contain the substance and be accompanied by the back-up and documentation required by the Architect to properly evaluate the request.

§ 9.3.2 At least ten (10) calendar days before the date established for each progress payment, the Contractor shall submit to the Architect and Owner an itemized application for payment for completed portions of the Work prepared in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, and as called on in Paragraph 9.3.4 below.

§ 9.3.3 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner in writing, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.4 Each application for payment shall be accompanied by certified payroll records for compensation paid by the Contractor to its own forces and reimbursable as an actual cost, which shall include a listing of all personnel for whom payment is sought, itemizing the wages or salary amount owed each individual, the taxes, insurance and benefits payable on account of each individual and timesheets for each person

working on the Project. The Contractor also shall submit a written schedule itemizing the invoices, bills, receipts, and cost documentation for all other actual costs for which payment is requested.

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

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

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values;
2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
3. Add the Contractor's Fee, less retainage of five percent (5%). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in section 5.1 of the Agreement;
4. Subtract retainage of five percent (5%) from that portion of the Work that the Contractor's and its Subcontractors perform and complete;
5. Subtract the aggregate of previous payments made by the Owner;
6. Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 9.3.4 to substantiate prior applications for payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
7. Subtract amounts, if any, for which the Architect has withheld or nullified in a certificate for payment as provided in Section 9.5

**§ 9.3.7** The Contractor further warrants that upon submittal of an application for payment all Work for which certificates for payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractor, material suppliers, or other persons or entities a claim by reason of having provided labor, materials and equipment relating to the Work. The Contractor shall submit interim lien waivers documenting such.

#### **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within five (5) calendar days after receipt of the Contractor's application for payment, either issue to the Owner a certificate for payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.

**§ 9.4.2** The issuance of a certificate for payment will constitute a representation by the Architect to the Owner, based on the Architect's on-site inspection and evaluation of the Work and the data comprising the application for payment, that, to the best of the Architect's knowledge, information and belief, the quantity of Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, and to correction of minor deviations from the Contract Documents prior to completion.

The issuance of a certificate for payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a certificate for payment will not be a representation that the Architect has (1) reviewed construction means, methods, techniques, sequences or procedures, (2) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a certificate for payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a certificate for payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a certificate for payment or, because of subsequently discovered evidence, may nullify the whole or a part of a certificate for payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2 because of:

1. Defective Work not remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
3. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. Damage to the Owner or a separate Contractor;
6. Repeated failure to carry out the Work in accordance with the Contract Documents.

Notwithstanding any other provision of this Agreement, and notwithstanding any certification by the Architect, the Owner may withhold payment to the Contractor to the same extent, and for the same reasons, that Architect may withhold or nullify an application for payment, in whole or in part.

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

**§ 9.5.3** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next certificate for payment.

**§ 9.5.4** The Owner and Contractor expressly agree that the terms of payment, payment period, and rates of interest as set forth in the Contract Documents shall control to the exclusion of any provisions set forth in the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1, et al, and the provisions of said Act are herein waived."

## **§ 9.6 Progress Payments**

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

§ 9.6.2 The Contractor shall pay each Subcontractor promptly after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate Agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

### § 9.7 Time of Payment

When the Contractor has performed in accordance with the provisions of the Contract, the Owner shall pay to the Contractor, within thirty (30) calendar days of receipt by the Owner of any payment request based upon Work completed or service provided pursuant to the Contract, the sum so requested, less the retainage stated in this Contract, if any. In the event that Owner fails to pay the Contractor within sixty (60) calendar days of the Owner's receipt of a pay request based upon Work completed or service provided pursuant to the Contract, the Owner shall pay the Contractor interest at the rate of 1/2 percent per month or pro rata fraction thereof beginning the 61st day following the Owner's receipt of the pay request. The Contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments. The provisions of this Contract are intended to supersede all provisions of the Georgia prompt pay act as provided by law.

### § 9.8 Retainage

§ 9.8.1 As the Work is executed and progress payments made to the Contractor, the Owner shall retain five percent (5%) of the amounts approved for payment of the Contract Sum. The Owner may release retainage after Substantial Completion to an amount equal to the value of uncompleted punch list Work, but will not release all retainage until requirements for final payment have been met by the Contractor. One percent (1%) retainage of the value of the Work in place will be held by the order until final payment for all aspects of the Project is made.

### § 9.9 Substantial Completion under a Guaranteed Maximum Price

§ 9.9.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use without interruption by construction or close-out activities. A Temporary Certificate of Occupancy or a Final Certificate of Occupancy from the Authority Having Jurisdiction is a requirement to issue a Certification of Substantial Completion.

**§ 9.9.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect in writing a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.9.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use without interruption by construction or close-out activities, the Contractor shall, before issuance of the certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a written request for another inspection by the Architect to determine Substantial Completion.

**§ 9.9.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a certificate of Substantial Completion that shall establish the date of Substantial Completion; shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and shall fix the time within which the Contractor shall finish all items on the list accompanying the certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the certificate of Substantial Completion.

**§ 9.9.5** The certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## **§ 9.10 Partial Occupancy or Use**

**§ 9.10.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate Agreement with the Contractor, provided such occupancy or use is consented to by the Contractor's insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments; retainage, if any; security, maintenance, heat, utilities, damage to the Work and insurance; and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.10.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written Agreement between the Owner and Contractor or, if no Agreement is reached, by decision of the Architect.

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

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

**§ 9.11 Final Completion and Final Payment under a Guaranteed Maximum Price**

**§ 9.11.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final application for payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and fully performed, the Architect will issue a final certificate for payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final certificate minus One percent (1%) retainage is due and payable.

**§ 9.11.2** The amount of final payment for the Guaranteed Maximum Price based construction phase shall be calculated as follows. Take the sum of the actual cost allowed under article 5 in the Agreement and pro-rata share of the Contractor's Fee less any remaining unspent contingency and subtract any amounts being withheld by the Owner pursuant to the Contract, including the one percent (1%) retainage. If this aggregate amount exceeds the aggregate of previous payments made to the Contractor by the Owner, the Owner shall make payment of this amount to the Contractor. If the aggregate amount calculated above is less than the aggregate of previous payments made by the Owner to Contractor, the Contractor shall reimburse the Owner within thirty (30) calendar days of the date established for final completion.

**§ 9.12 Final Completion and Payment for All Work under the Project**

**§ 9.12.1** Upon receipt of the Contractor's written notice that all the Work under the Contract is ready for final inspection and acceptance and upon receipt of a final application for payment, the Architect will make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final certificate for payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final certificate is due and payable. The Architect's final certificate for payment will constitute a further representation that conditions listed in Section 9.12.2 below as precedent to the Contractor being entitled to final payment have been fulfilled.

**§ 9.12.2** Final payment of all amounts due the Contractor, including the remaining retainage owed the Contractor shall not become due until the following events and submittals have occurred.

1. The Work has been finally completed as required by the Contract;
2. Contractor has inspected all Work and certified that the Work is finally complete and punch list Work has been performed;
3. The Architect has certified that the Work is finally completed including the performance of all punch list Work, and has issued the certificate of final completion for the Project;
4. The Owner's representative has signed the Certificate of Final Completion;
5. Contractor has submitted to the Owner properly executed final, unconditional, claim waivers and releases in the form and format approved by the Owner;
6. Contractor has submitted to the Owner properly executed final, unconditional claim waivers and releases from all Subcontractors in the form and format approved by the Owner;
7. The Contractor has discharged at its own expense and cost, by bond, payment or otherwise, all liens, encumbrances or security interests that have been filed against this Project, the site or the improvement thereon;
8. The Contractor has delivered to the Owner all submittals and documents required by the Contract Documents to be delivered to the Owner, including, but not limited to, all as-built Drawings, Specifications, warranties, operations and maintenance manuals, attic stock, and Final Certificates of Occupancy from the Authority Having Jurisdiction necessary for the Owner to occupy and use the Project;

9. All outstanding Change Orders and proposals related thereto have been executed or otherwise resolved;
10. The Contractor has provided the Owner with a written consent of surety to final payment; and
11. The Contractor has submitted, Architect has certified and Owner has received the Contractor's final application for payment, and Owner has approved same.

### **§ 9.13 Owners Right to Audit for Final Payment**

**§ 9.13.1** The Owner shall have the right to conduct an audit of the Contractor's final cost accounting before approval of final payment on the Project. If the Owner chooses to conduct such an audit, the Owner will have ninety (90) calendar days from the receipt of the Contractor's final accounting to produce the audit report. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of section 9.12.2 have been met, the Architect will, within seven (7) calendar days after receipt of the written report of the Owner's auditors, either issue to the Owner a final certificate for payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate. The time periods stated in this section supersede those stated elsewhere in the General Conditions.

**§ 9.13.2** If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to seek an initial decision regarding the disputed amount in accordance with Article 15 of the General Conditions. This request shall be made within fourteen (14) calendar days after the Contractor's receipt of a copy of the Architect's final certificate of payment. Failure to request a decision within the fourteen (14) calendar day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final certificate for payment.

### **§ 9.14 Overpayment**

If the Owner shall determine, by audit or otherwise, that an overpayment has been made to the Contractor and thereafter makes written demand for repayment thereof, the Contractor shall within seven (7) calendar days of receipt of such written demand for repayment, tender the amount of such overpayment to the Owner or otherwise resolve the demand for repayment to the Owner's satisfaction.

### **§ 9.15 No Waiver by Owner**

No payment of any of the Contractor's pay applications, including final payment, nor any determination by the Owner of Substantial Completion or final completion, nor any partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 Safety of Persons and Property**

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

1. Employees on the Work and other persons who may be affected thereby;

2. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A 25-9-1 through 25-9-12 concerning blasting and excavations near underground gas pipes and facilities and shall fully comply therewith. The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions. The Contractor acknowledges that it is responsible for employing and directing others to perform labor regarding scaffolding and staging within the meaning of O.C.G.A 34-1-1 and agrees to comply with said provisions.

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

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

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### **§ 10.3 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding fourteen (14) calendar days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.



**§ 10.4 Hazardous Materials**

**§ 10.4.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents 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 asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

**§ 10.4.2** Upon receipt of the Contractor'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 Contractor 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 Contractor and Architect 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 Contractor and the Architect 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 either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have 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 Contractor. If the Contractor's stoppage has affected the overall schedule for the Work, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

**§ 10.4.3** The Owner shall not be responsible under this section 10.4 for materials or substances the Contractor 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 Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.4.4** The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.4.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.5 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

**ARTICLE 11 INSURANCE AND BONDS****§ 11.1 Contractor's Liability Insurance**

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under statutory workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees and persons other than Contractor's employees;
3. Claims for damages to property and personal injury or death arising from the Contractor's undertaking of the Work both in the form of commercial general liability insurance and umbrella liability insurance;
4. Claims for damages because of bodily injury, death of a person or property damage arising out of Ownership, maintenance and use of a motor vehicle; and
5. Claims associated with builder's risk in association with erection of a structure or bridge.

**§ 11.1.2** The insurance required by Section 11.1.1 shall be written to include the specific coverages and limits of liability specified in the requirements of this Contract. Coverage, whether written on an occurrence or claims made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment.

**§ 11.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The Contractor and Subcontractor shall not commence any Work of any kind until all insurance requirements contained in the Contract have been complied with and until evidence of such compliance satisfactions to the Owner as to form and content has been filed with the Owner. The Acord certificate of insurance or a preapproved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute. Certificates of insurance and any subsequent renewals must reference the Contract by Project name and Project/bid number. Certificate holder should read:

Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, Georgia 30046-0935

**§ 11.1.4** The Owner (Gwinnett County Board of Commissioners) should be shown as an additional insured on the general liability, auto liability, and umbrella liability policies held by the Contractor.

**§ 11.1.5** The certificate and the required insurance policies shall contain provisions that coverages afforded under the policies should provide ten (10) calendar days of notice for nonpayment and should not be allowed to expire until at least thirty (30) calendar days after written notice has been given to the Owner.

**§ 11.1.6** The Contractor's insurance company, except Workers' Compensation carrier, must have an A.M. Best Rating of A-12 or higher. Certain workers' compensation funds may be acceptable by the approval of the insurance unit. European markets, including those based in London, and domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the Contractor's broker/agent can provide financial dates to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-12 or better. The insurance company should be licensed to do business by the Georgia Department of Insurance.

**§ 11.1.7** The Contractor agrees to provide complete certified copies of current insurance policies or a certified letter from the insurance company(ies) if requested by the Owner to verify the compliance with these insurance requirements.

**§ 11.1.8** Coverage under special form Contractors' equipment and contents insurance covering owned, used and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract must be on a replacement cost basis. The Owner will be included as a loss payee in this coverage for any Owner owned equipment, tools, supplies, and contents.

§ 11.1.9 All insurance coverages required to be provided by the Contractor will be primary over any insurance program or coverage carried by the Owner.

§ 11.1.10 The Contractor agrees to waive all rights of subrogation against the Owner, the Gwinnett County Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from Work performed by the Contractor for the Owner.

§ 11.1.11 The Contractor shall make available to the Owner through its records or records of its insurer, information regarding a specific claim related to any Project of the Owner. Any loss run information available from the Contractor or its insurer relating to a Project of the Owner will be made available to the Owner upon its request.

§ 11.1.12 The Contractor shall incorporate a copy of these insurance requirements in article 11 in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. The Contractor agrees that if for any reason a Subcontractor fails to procure and maintain insurance as required, all such required insurance will be procured and maintained by the Contractor at the Contractor's expense.

§ 11.1.13 Compliance by the Contractor and all Subcontractors with the foregoing insurance requirements for insurance coverage shall not relieve the Contractor and Subcontractors of their responsibilities and obligations under the liability provisions of the Contract. The Contractor and all Subcontractors are to comply with the occupational safety and health act of 1970, public law 91-956, and any other laws and safety regulations that apply to this Contract. The Contractor shall at a minimum apply the risk management practices that apply to and are accepted by the general Contractors' industry.

## § 11.2 Performance Bond And Payment Bond

§ 11.2.1 The Contractor is required to furnish bonds covering faithful performance of the Contract (a Performance Bond) and payment of obligations arising thereunder (a Payment Bond) as a condition for the execution of the Contract. The bonds shall be in the forms contained in the solicitation document. The surety company providing the bonds must have an A.M. Best Rating of A-12 or higher.

§ 11.2.2 Within ten (10) calendar days of the execution and acceptance of the Guaranteed Maximum Price for the Project, and prior to commencement of any Work on the Project, the Construction Manager shall provide Payment and Performance Bonds in the penal sum equal to one hundred percent (100%) of the Contract Sum.

§ 11.2.3 Upon the request of any persons or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall allow the Owner to do the same.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and

replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate Contractor in which event the Owner shall be responsible for payment of such costs.

## **§ 12.2 Correction of Work**

**§ 12.2.1** The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

**§ 12.2.2** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.10.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## **§ 12.3 Acceptance of Nonconforming Work**

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

**ARTICLE 13 MISCELLANEOUS PROVISIONS****§ 13.1 Governing Law**

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

**§ 13.2 Assignment**

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

**§ 13.3 Written Notice**

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

1. For the Contractor and Architect or Architect on behalf of the Owner, by personal delivery to the individual, or a member or officer of the firm or corporation for which it was intended, accomplished by in-person hand delivery or by courier or overnight express providing proof of delivery.
2. Three days after depositing in the United States mail a certified letter addressed to the Contractor, Architect or Owner where the mailing addresses for the three parties shall be those listed on the cover sheet of these conditions.

**§ 13.4 Rights and Remedies**

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

**§ 13.5 Materials**

**§ 13.5.1** No materials, equipment, or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales Contract or other Agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials, equipment and supplies used by it in the Work, and the Contractor further warrants that all materials, equipment and supplies shall be free from all liens, claims or encumbrances at the time of incorporation in this Work.

**§ 13.5.2** The Contractor shall furnish all materials and equipment to be incorporated in the Work. The Contractor warrants that all material and equipment incorporated in the Work shall be new unless otherwise specified in the Contract Documents and free of faults and defects. The warranty set forth in this paragraph shall survive final acceptance of the Work. Manufactured materials and equipment shall

be obtained from sources that are currently manufacturing such materials and equipment, except as otherwise specifically approved by the Architect.

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

### § 13.6 Tests and Inspections

§ 13.6.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided in the construction documents, the Contractor shall schedule and make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity provided under Contract by the Owner. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.6.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under section 13.6.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by the Owner's testing agency, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs shall be at the Owner's expense.

§ 13.6.3 If such procedures for testing, inspection or approval under Sections 13.6.1 and 13.6.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.6.4 Required certificates of testing, inspection or approval for installed systems, equipment and materials shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Owner for Cause

§ 14.1.1 The Owner may terminate the Contract if the Contractor:

1. Is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency;
2. Refuses or fails to supply enough properly skilled workers or proper materials;
3. Fails to make payment to Subcontractors for materials or labor in accordance with the respective Agreements between the Contractor and the Subcontractors;
4. Disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
5. Otherwise is guilty of a material violation of a provision of the Contract Documents.

**§ 14.1.2** When any of the above reasons exists and the Contractor fails within seven days after receipt of a written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety ten (10) days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

1. Exclude the Contractor from the site and take possession of the site as well as all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Finish the Work by whatever reasonable method the Owner may deem expedient and upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.1.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.1.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.1.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

**§ 14.1.5** Termination of this Contract pursuant to this article may result in the disqualification of the Contractor from participating in future County contracts and will be referred to the Purchasing Policy and Review Committee.

#### **§ 14.2 Suspension by the Owner for Convenience**

The Owner or Architect may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine to be appropriate for the convenience of the Owner. If the performance of the Work is interrupted for an unreasonable period of time by an act of the Owner or Architect in the administration of the Contract, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the Work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to the Contract. In no event, however, shall an equitable adjustment be made to the extent that performance of the Contract would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Architect in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Architect within ten days after the termination of such suspension, delay or interruption.

#### **§ 14.3 Termination by Owner for Convenience**

**§ 14.3.1** The Owner may, at any time upon thirty (30) calendar days written notice to the Contractor, terminate the whole or any portion of the Work for the convenience of the Owner. Said termination shall be without prejudice to any right or remedy of the Owner provided herein. In addition, in the event the Contract has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of the Contract at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

**§ 14.3.2** In the event that the Owner terminates the Contract for the convenience of the Owner, the Owner shall only be liable to the Contractor for those costs reimbursable to the Contractor plus a mark-up of ten percent (10%) on the actual fully accounted cost recovered pursuant to this paragraph. In the event that

it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss. In the event of termination for the convenience of the Owner, the Owner shall pay the Contractor the following amounts determined by the Architect:

1. An amount for supplies, services, or property accepted by the Owner for which payment has not previously been made. The price to be paid for these items shall be equivalent to the aggregate price for such supplies or services computed in accordance with the price specified in the Contract appropriately adjusted for any saving of freight or other charges; and
2. The total of:
  - a. The costs incurred in the performance of the Work terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to supplies or services previously paid;
  - b. The costs of settling and paying claims arising pursuant to the termination of the Work under said contracts or orders which are properly chargeable to the terminated portion of the Contract (exclusive of the amounts paid or payable on account of completed items or equipment delivered or services furnished by a Subcontractor or vendor prior to the effective date of the notice of termination, which amounts shall be included in the costs payable pursuant to (1.); and
  - c. The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonable and necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the Contract.

**§ 14.3.3** In the event of termination for the convenience of the Owner, the total amount to be paid to the Contractor shall not exceed the Contract Sum as reduced by the amount of payments otherwise made, by the Contract price for Work not terminated, and as otherwise permitted by the Contract. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Architect, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner or to another buyer.

#### **§ 14.4 Contractor's Responsibilities Upon Termination**

After receipt of a notice of termination from the Owner, and except as otherwise directed by the Architect, the Contractor shall complete the actions as stated below in Section 14.4.1 through 14.4.9.

**§ 14.4.1** The Contractor shall stop Work under the Contract on the date and to the extent specified in the notice of termination.

**§ 14.4.2** The Contractor shall place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.

**§ 14.4.3** The Contractor shall terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination.



**§14.5 Termination by the Contractor for Cause**

**§14.5.1** The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any persons or entities performing portions of the Work under direct or indirect contract with the Contractor because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding the certification, or because the Owner has not made payment on the Certificate for Payment within the times stated in the Contract Documents.

**§14.5.2** If the situation described in 14.5.1 exists, the Contractor may, upon fifteen (15) calendar days prior written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

**§ 14.5.3** The Contractor shall assign to the Owner in the manner, at the times, and to the extent directed by the Architect, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts.

**§ 14.5.4** The Contractor shall settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Architect, to the extent the Architect may require, which approval or ratification shall be final for all purposes.

**§ 14.5.5** The Contractor shall transfer title and deliver to the entity or entities designated by the Owner, in the manner, at the times, and to the extent, if any, directed by the Architect, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the Work as has been terminated:

1. The fabricated or non-fabricated parts, Work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed Work, supplies, and other material produced as a part of or acquired in connection with the performance of the Work terminated by the notice of termination; and
2. The completed or partially completed plans, Drawings, information, and other property to the Work.

**§ 14.5.6** The Contractor shall use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Architect, any property described in 14.5.5, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor pursuant to this Contract.

**§ 14.5.7** The Contractor shall complete performance of such part of the Work as shall not have been terminated by the notice of termination.

**§ 14.5.8** The Contractor shall take such action as may be necessary, or as the Architect may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

**§ 14.6 Cost to Cure**

If the Owner terminates the whole or any part of the Work pursuant to the Contract, the Owner may procure upon such terms and in such manner as the Architect may deem appropriate, materials, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar materials, supplies or services. The Contractor shall continue the performance of the Contract to the extent not terminated hereunder.

**§ 14.7 Deductions to Payment and Reimbursement**

In arriving at any amount due the Contractor after termination pursuant to the terms of the Contract, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the Contract, the amount of any claim the Owner may have against the Contractor, the amount determined by the Architect to be necessary to protect the Owner against loss due to outstanding liens or claims, and the agreed price of materials acquired or sold by the Contractor and not otherwise recovered or credited to the Owner. The Contractor shall refund to the Owner any amount paid by the County to the Contractor in excess of the costs reimbursable to the Contractor.

**ARTICLE 15 CLAIMS AND DISPUTES****§ 15.1 Claims**

**§ 15.1.1** A claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The term claim also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate claims shall rest with the party making the claim.

**§ 15.1.2** Claims by the Contractor must be initiated by written notice to the Architect. Claims by the Contractor must be initiated within fourteen (14) calendar days after occurrence of the event giving rise to such claim or within fourteen (14) calendar days after the Contractor first recognizes the condition giving rise to the claim, whichever is later.

**§ 15.1.3** Pending final resolution of a claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue certificates for payment in accordance with the decisions of the Contract document.

**§ 15.1.4** If the Contractor wishes to make a claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.5** If the Contractor wishes to make a claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay, only one claim is necessary. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

**§ 15.2 Architect's Review and Recommendation**

**§ 15.2.1** Claims shall be referred to the Architect for a recommendation to the Owner and Contractor.

**§ 15.2.2** The Architect will review claims and within ten (10) calendar days of the receipt of a claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party; (2) reject the claim in whole or in part; (3) recommend approval of the claim; (4) suggest a compromise; or (5) advise the parties that the Architect is unable to make a recommendation regarding the claim because it lacks sufficient information to evaluate the merits of the claim.

**§ 15.2.3** In evaluating claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a recommendation. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Architect requests a party to provide a response to a claim or to furnish additional supporting data, such party shall respond within ten (10) calendar days after receipt of such request and shall either (1) provide a response on the requested supporting data; (2) advise the Architect when the response or supporting data will be furnished; or (3) advise the Architect that no supporting data will be furnished.

**§ 15.2.5** The Architect will make a recommendation regarding the claim or indicate that the Architect is unable to resolve the claim. This recommendation shall (1) be in writing; (2) state the reasons for approval or rejection; and (3) notify the parties of any proposed change in the Contract Sum or Contract Time or both.

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**RP001-25**

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- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

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COMPANY NAME \_\_\_\_\_

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE