



DeKalb County Board of Education
Operations Division
Sam A. Moss Service Center
1780 Montreal Road
Tucker, GA 30084-6705

Request for Proposals (RFP) No. 24-752-014
for
DESIGN/BUILD SERVICES

Project: **Design/Build Roof Replacement Services at Kittredge Magnet School, McLendon Elementary School, Ronald E. McNair High School, and Oak View Elementary School**

DCSD Project No.: **239-36,243-36, 416-36, & 251-36**

Owner: **DeKalb County Board of Education (the "Board")**

Solicitation Timeline Summary (Dates are subject to change)

EVENT	DATE(S)	TIME	LOCATION
Solicitation Opens	October 19,2023		https://dekalbschoolsga.ionwave.net
Virtual Mandatory Pre-Proposal Conference	November 2, 2023	11:00 AM	Via TEAMS
Mandatory Site Visit	November 3, 2021	9:00 AM	Various Sites
Additional Site Visits	Upon Request	TBA	Contact Tijauna Naylor Smith at: 678-676-1313 or tijauna_naylor-smith@dekalbschoolsga.org
Final Questions Due	November 15, 2023	2:00 PM	dcscd-op-bidquestion@dekalbschoolsga.org
Final Addendum	November 29, 2023	2:00 PM	https://dekalbschoolsga.ionwave.net
Proposal Due Date & Time	December 7, 2023	2:00 PM	https://dekalbschoolsga.ionwave.net
Public Acknowledgement	December 11, 2023	5:00 PM	Public Acknowledgement of RFP will be posted on the DCSD website by close of business
Selection Committee Evaluation	December 11-15, 2023		
Anticipated Board Review and Approval	February 12, 2024		
Anticipated Notice of Award	February 26, 2024		
Anticipated Notice Proceed	March 25, 2024		

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Owner's Information and Criteria for Design and Construction:

- Appendix A1: Owner's Narrative and Scope of Work-Kittredge Magnet School (1 page)
- Appendix A2: Owner's Narrative and Scope of Work-McLendon Elementary School (1 page)
- Appendix A3: Owner's Narrative and Scope of Work-McNair High School (1 page)
- Appendix A4: Owner's Narrative and Scope of Work-Oak View Elementary School (1 page)
- Appendix B: Special Conditions (4 pages)
- Appendix C: Division 01 General Requirements (37 pages)
- Appendix D: DCSD Design Guidelines for Facility Construction Version 2018.04.04 (51 pages)
- Appendix E1: Aerial Image-Kittredge Magnet School (1 page)
- Appendix E2: Aerial Image-McLendon Elementary School (1 page)
- Appendix E3: Aerial Image-McNair High School (1 page)
- Appendix E4: Aerial Image-Oak View Elementary School (1 page)
- Appendix F: **Not Applicable**
- Appendix G1: Contract for Fixed Price Design and Construction Services -Kittredge Magnet School (64 pages)
- Appendix G2: Contract for Fixed Price Design and Construction Services-McLendon Elementary School (64 pages)
- Appendix G3: Contract for Fixed Price Design and Construction Services-McNair High School (64 pages)
- Appendix G4: Contract for Fixed Price Design and Construction Services-Oak View Elementary School (64 pages)
- Appendix H: Performance Bond (3 pages)
- Appendix I: Payment Bond (4 pages)
- Appendix J: Affidavit for Payment (2 pages)
- Appendix K: Owner's Master Schedule (1 page)

Owner's Standard Forms:

- Attachment A: Design/Build Firm RFP Checklist and Certification (2 pages)
- Attachment B1: Corporate Certificate (1 page)
- Attachment B2: Partnership Certificate (1 page)
- Attachment B3: Entity Certificate (1 page)
- Attachment C: Subcontractor Listing (1 page)
- Attachment D: Offeror's and Individuals' Affidavit of Noncollusion (2 pages)
- Attachment E: Subcontractor Affidavit of Noncollusion (1 page)
- Attachment F: Conflict of Interest Disclosure Form (2 pages)
- Attachment G: Consent to Release Information (1 page)
- Attachment H: Bid Bond (1 page)
- Attachment I: Fixed Price for Design and Construction Proposal (5 pages)
- Attachment J: Immigration and Security Certification
- Attachment K: No Submittal Response Form (1 page)

I. **DEFINITION OF TERMS**

Addendum - Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the Proposal Documents by additions, deletions, corrections, or clarifications.

Collusion - A secret agreement among bidders/offerors to circumvent laws and regulation when submitting bids and offers in an attempt to win contracts by illegal means or methods.

Contract - A formal written agreement between the owner of a project and a firm of professionals (Design/Build Firm) for the development of contract documents and performance of contract administration of a construction project.

Design/Build Firm - a person or entity who submits a Proposal to perform both the design and construction work for the schools and may also sometimes be referred to as an "Offeror."

DCSD – For the purposes of this proposal, DCSD shall mean "DeKalb County School District" and "The District".

GaDOE – Georgia Department of Education.

Lobbying – Lobbying is defined as any action taken by an individual, respondent, association, joint venture, partnership, corporation, and all other groups who seek to influence the decision of a Board Member or District Personnel, as it relates to formal solicitations.

Notice of Award – The written notice of the acceptance of the Proposal from DCSD to the Design/Build Firm.

Notice to Proceed – The written notice issued by DCSD to the Design/Build Firm authorizing the Design/Build Firm to proceed with the Work and establishing the date of commencement of the contract time.

Owner – For the purposes of this proposal, Owner shall mean DeKalb County Board of Education.

Proposal – An executed offer submitted by a Respondent in response to a request for proposals and intended to be used as a basis for negotiations of a contract.

Request for Proposals (RFP) – The solicitation for services, including all supporting documents and attachments, used to obtain statements of qualifications from contractors or consultants and which provides for negotiation of all terms of the proposal, including price, prior to award.

Respondent – For the purposes of this proposal, any person, respondent, corporation, or agency submitting a response to this Request for Proposal or their duly authorized representative. The word Respondent, proposer or offeror may be used interchangeably within the Request for Proposal.

Responsible Respondent – Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Responsive Respondent – Respondent that has submitted a proposal that conforms in all material respects to the solicitation.

Scope of Work – Includes the Work, as the term herein defined, as well as the responsibility of the performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.

II. BACKGROUND

As the third largest school district in Georgia, the DeKalb County School District (DCSD) has more than 14,000 full-time employees and serves over 93,000 students throughout DeKalb County. DCSD has approximately 138 schools and centers, including 77 elementary, 19 middle schools and 22 high schools; 8 start-up charter schools, 13 specialized centers, 6 administrative centers and 5 athletic stadiums. Most facilities were constructed in the 1950's and 1960's. Almost all facilities have had some form of renovation, repair, or addition over the years.

III. PURPOSE

The purpose of this RFP is to solicit proposals from Design/Build Firms to provide professional design/build service for roof replacement at Kittredge Magnet School, McLendon, Ronald E. McNair HS, and Oak View ES. Final documents will become the property of DCSD.

The Design/Build Firm is responsible for the successful, timely, and economical completion of the construction project identified in this RFP.

The scope of work for the RFP includes full professional Design and Construction services for the complete design and construction roof replacement at Kittredge MS, located at 2383 N. Druid Hills RD, NE., Atlanta, GA 30329, McLendon ES located at 3169 Hollywood Drive, Decatur, GA 30033, Ronald E. McNair HS located at 1804 Bouldercrest Road SE, Atlanta GA 30316 and Oak View ES located at 3574 Oakvale Road, Decatur, GA 30034 as specified per the Owner's Criteria for design and construction, the Preliminary Program Narrative, and the Contract Documents.

The Design/Build Firm shall review the entire existing facility and site to determine if there are code issues related to the scope that need to be addressed other than those listed in the scope of services, to ensure full compliance with the GaDOE and all federal, state, and local regulatory agencies.

The anticipated construction delivery method for this project is Design/Build, depending upon the Stated Cost Limitation. The selected Design/Build Firm shall provide professional services for the project as described in Section VI of this RFP.

At a minimum this capital renewal project should meet the DCSD Design Guidelines for Facility Construction, (Appendix D).

IV. GENERAL REQUIREMENTS

A. Respondent Performance

The successful Respondent is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this RFP document and any negotiated contract(s). Failure of the Respondent to fully perform these obligations may result in cancellation of the award and contract.

DCSD will look to the Respondent and his/her identified personnel to coordinate and deliver the services described in this RFP. The obligations of the contract shall not be delegated to subcontractors or assigned to any third party.

B. Non-Discrimination

DCSD does not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

DCSD supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSD to restrict or impede competition, nor to increase the cost of the work.

C. Drug-Free Workplace

By submission of a response to this RFP, the Respondent certifies that he/she and his/her employees shall not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs during the performance of the contract.

D. Smoke-Free Workplace

By submission of a response to this RFP, the Respondent certifies that he/she and his/her employees shall not use tobacco products on DCSD property at any time during the performance of this contract.

E. Costs Incurred

DCSD is not liable for any costs incurred by a Respondent in preparing and/or submitting a response to this RFP or for any interview if requested. Any and all costs incurred by the Respondent in preparing and/or submitting a response to this RFP and interviewing with DCSD (if requested) shall be the sole responsibility of the Respondent and shall not be reimbursed by DCSD.

F. Insurance

A Certificate of Insurance and/or ACORD form is required with solicitation submittal. Provision of Certificate of Insurance is a mandatory requirement (include with Required Forms). Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this RFP will be contingent upon receipt within five (5) business days of request for insurance documentation complete with the following requirements. In the event the awarded Respondent cannot produce insurance coverage acceptable to the DCSD within the time provided, DCSD reserves the right to award this solicitation to the next highest ranked firm.

- 1) The Design/Build Firm shall maintain the following errors and omissions insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Projects:
 - a. Within five days after the execution of this Contract the Design/Build Firm shall file with the Owner the certificate from an insurance company authorized to do business in the State of Georgia showing issuance of errors and omissions insurance (professional liability insurance) with minimum limits per claim of 20% of the Stated Cost Limitation but not less than the minimum limits of \$2,000,000 per claim coverage, \$2,000,000 aggregate. Such errors and omissions insurance shall be with a deductible amount of no more than \$50,000 per claim unless a different deductible amount is (i) agreed upon in writing by the Owner and (ii), if necessary for the benefit of the Owner, approved by the Georgia Department of Education.
 - a. The coverage provided herein shall contain an endorsement providing a sixty (60) day notice to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the Owner and shall be in a form acceptable to the Owner.

- 2) The Design/Build Firm shall maintain the following other insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Projects. The Design/Build Firm shall secure the following insurance at his own expense and shall file Certificates of Insurance with the Owner within five (5) days after the execution of this Contract. Insurance will not be acceptable unless written by a Company licensed by the State Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to the Owner.
 - a. Workmen's Compensation – Statutory Limits Employer's Liability - \$1,000,000
 - b. Comprehensive Commercial General Liability including Owner's & Contractor's Protective with the following limits;
 1. General Aggregate: \$1,000,000;
 2. Products and Completed Operations Aggregate: \$1,000,000;
 3. Personal & Advertising Injury: \$1,000,000;
 4. Each Occurrence: \$1,000,000;
 5. Fire Damage (Any one fire): \$50,000; and,
 6. Medical Expense (Any one person): \$5,000.
 - c. Automobile Liability (owned, non-owned, hired) with combined single limit of \$1,000,000 per occurrence.

The Owner shall be included as an additional insured on the coverages specified in subparagraphs 2.b. and 2.c. above and shall be indicated as such on certificates of insurance required herein.

These certificates shall contain a provision that coverages afforded under the policies will not be canceled, changed, or allowed to expire until sixty (60) days after the Owner has received written notice evidenced by return receipt of registered letter.

G. Indemnification

The Design/Build Firm shall indemnify and hold harmless the Owner from and against all liability, claims, damage, loss, liens, costs, and expenses, including without limitation attorneys' fees and litigation expenses, arising out of, or resulting from, the services of the Design/Build Firm. In the event the Owner is alleged to be liable on account of alleged acts or omissions, or both, of the Design/Build Firm, the Design/Build Firm shall defend such allegations through counsel chosen by the Owner and the Design/Build Firm shall bear all costs, fees, expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, expert witness fees and expenses. The Design/Build Firm shall not be required to indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys' fees, caused by or resulting from the sole negligence of the Owner.

H. Background Checks

A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers, and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Individual at a cost of \$45.00 per individual. Additionally, any charges against the Individual, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the Individual have no contact with DCSD students or parents or provide services to DCSD premises. Any failure of the contractor to obtain a criminal records background check

through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

I. Interviews

DCSD reserves the right to require Respondents to participate in one or more interviews with DCSD staff. Respondents must be prepared to discuss the salient points of their proposal within two (2) normal working days of being asked to participate in interviews. There are to be no presentations, individually or collectively, without such invitation.

J. Contract Terms

Appendix G is the most current version of the DeKalb County School District's Standard Form of Contract for Fixed Price Design and Construction Services (State Capital Outlay Projects) between the DeKalb County Board of Education and the Design/Build Firm. By submitting a response to this RFP, submitters acknowledge and agree that they have reviewed the contract and have no objection to it. **All responders should thoroughly review the documents prior to submitting a proposal. Any proposed revisions to the terms or language of these documents must be submitted in writing during the question-and-answer period of the solicitation. All requests must be submitted in writing prior to the close of the final questions.** Request for revisions will be reviewed and approved or rejected by legal and legal rulings are final. If submitted or proposed thereafter, such proposed revisions to the terms or language of these documents shall not be considered by the Owner and the Design/Build firm's proposal shall be rejected. No alterations can be made in the contract after award by DCSD.

K. Permits and Applicable Law

Respondents shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to fully execute the requirements stated herein. Respondents shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Respondents shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD. Respondents shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

L. Non-Collusion

Respondents shall fully certify that they, as individuals or as officials of a business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this RFP. Further, Respondents guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

M. Conflict of Interest

Respondents shall disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee or DeKalb County Board of Education member. Respondents shall also disclose the name of any DCSD employee or board member who owns, directly or indirectly, an interest in five percent or more in the Respondent's company or any of its branches. Respondents shall certify that their response to this RFP is impartial, at arms-length, and free of any conflict of interest, unfair advantage, or personal benefit to any DCSD official.

N. Confidentiality and Non-Disclosure

Information made available to Respondents by DCSD shall be used only for purposes related to responding to this RFP and shall not be used for any other purpose without the express written permission of DCSD.

Respondents to this RFP unequivocally agree to assume responsibility for protecting and safeguarding the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and human resource file contents.

O. Bid Bond

The Design/Build firm's Proposal shall be accompanied by a Bid Bond in the exact form set forth herein. The Bid Bond shall be in an amount not less than 5% of the Fixed Price Proposal. **The amount stated in the Bid Bond shall be included as an exact dollar figure written in numeric and word form. Failure to do so shall result in your proposal being deemed non-responsive. A Bid Bond submitted using an AIA document is unacceptable and shall result in your proposal being deemed non-responsive.** The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix to the Bid Bond a certified and current power of attorney. The surety must be satisfactory to the Owner and must be licensed to do business in Georgia as approved by the State Insurance Commissioner's Office. No other form of bid security will be accepted by The Owner shall have the right to retain the Bid Bond of all Design/Build firms until either (a) the Agreement has been executed and a satisfactory Payment Bond and Performance Bond have been furnished, or (b) ninety (90) days after Proposal opening, or (c) all Proposals have been rejected. Except as otherwise expressly allowed by law, no Proposal may be withdrawn for a period of ninety (90) days following the closing time and date for receipt of Proposals, and all Proposals are subject to acceptance by the Owner during said period, and each Design/Build firm so agrees by submitting a Proposal.

P. Business License

Respondents shall submit with their proposal, a copy of their valid company business license. If the Respondent is a Georgia corporation, Respondent shall submit a valid county or city business license. If the Respondent is not a Georgia corporation, Respondent shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If Respondent holds a professional certification which is licensed by the state of Georgia, Respondent shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the Respondent for the duration of the contract. **Provision of copy of business license is a mandatory requirement (include with Required Forms).**

Q. Rights Reserved

DCSD reserves the right to accept or reject any and/or all parts of responsive proposals received and/or to reject all proposals submitted. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous to DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received and to award the contract in the most beneficial manner for DCSD. The decision of DCSD shall be final.

DCSD reserves the right to request and negotiate a "best and final" response from Respondents.

R. Taxes

Purchases made by DCSD are not subject to federal, state, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

S. Conditional Proposals

Proposals that are conditional and/or in any way qualify or vary the terms of these instructions, conditions, and specifications shall be considered non-responsive and disqualified.

T. Respondent Failure

In the event services to be furnished by the successful Respondent should for any reason fail to conform to the scope of work contained herein, DCSD reserves the right to reject the services and further reserves the right to terminate the contract.

Failure of the successful Respondent to perform contracted services may also result in the removal of that Respondent from doing business with DCSD for a period of not less than one year.

U. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, DeKalb County School District considers all information submitted in response to this invitation or request to be a public record that may be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. 50-18-70 et seq., without consulting or contracting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

V. No Assignment of Award

The successful Respondent may not assign the award or contract to or subcontract with another party without the express written permission of DCSD.

W. The Laws of the State of Georgia

This RFP and subsequent agreements are subject to the laws of the State of Georgia.

X. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of one hundred and twenty (120) days from proposal submission deadline, as indicated by submission of the Design Fee Form.

Y. Design/Build Firm's Qualifications:

1. The Owner, before Contract Award, will require Design/Build Firms to document that they are "responsible" to the satisfaction of the Owner.
2. The Design/Build Firm will be required to show that they have the necessary facilities, technical ability, licenses, and financial resources to execute the Design Services and the Work in a satisfactory manner within the time specified.
3. It is preferable that the Design/Build Firm has experience providing design build services for K-12 public school programs.
4. The Owner shall have the right to make inquiries as it deems necessary to determine the ability of the Design/Build Firm to perform the Design Services and the Work in a prompt and efficient manner in accordance with the Contract Documents. The failure of a Design/Build Firm to promptly supply information in connection with the Owner's inquiry shall be grounds for a determination that such Design/Build Firm is not responsive, not responsible, or both.
5. In determining the qualifications and responsibility of the Design/Build Firm, the Owner may take into consideration any and all relevant facts and circumstances available to it including, but not limited to, the Design/Build Firm's experience, capacity, facilities, previous work standing, financial standing, skill, available supervisory personnel, available labor, quality and efficiency of construction plant and equipment proposed to be utilized on the Project.
6. The Owner shall have the right to reject the Proposal of any Design/Build Firm failing to show to the satisfaction of the Owner the Design/Build Firm could perform the Design Services and the Work in a prompt and efficient manner in accordance with the Contract Documents.
7. Design/Build Firms may be afforded an opportunity for discussion, negotiation, and revision of Proposals for the purpose of obtaining best and final offers. In the event the Owner deems it necessary or appropriate, all responsible Design/Build Firms found by the Owner to have submitted Proposals reasonably susceptible of being selected for award shall be given an opportunity to participate in such discussions, negotiations and revisions.

Z. Owner's Design and Construction Contract Form:

Included and made a part of this RFP is the Owner's Standard Form of Contract for Fixed Price Design and Construction Services ("Agreement" or "Contract"). Design/Build Firms are responsible for the review of this document in the preparation of their Proposals. The successful Design/Build Firm shall comply with all insurance requirements set forth in the Agreement and any other Contract Documents, and the Design/Build Firm's attention is directed to the insurance exhibit to the Agreement. These insurance requirements shall be considered in the preparation of the Design/Build Firm's Proposal.

V. SITE INFORMATION

- Kittredge Magnet School – 2383 N. Druid Hills Rd. NE, Atlanta GA 30329
- McLendon Elementary School – 3169 Hollywood Drive, Decatur, GA 30033
- Ronald E. McNair High School - 1804 Bouldercrest Road SE, Atlanta, GA 30316
- Oak View Elementary School – 3574 Oakvale Road, Decatur, GA 30034

VI. SCOPE OF SERVICES

The scope of this project is to provide design-build services for complete roof replacement at Kittredge Magnet School, McLendon ES, Mc. Nair HS, and Oak View ES. The improvements will at a minimum comply with the DCSD Design Guidelines for Facility Construction (Appendix D) along with all federal, state, and local guidelines.

The following is a list of anticipated scope elements. This is not intended to be an all-inclusive list of the scope of work. The selected Design/Build Firm shall confirm and obtain DCSD approval of full scope of work prior to the start of design. A formal Notice to Proceed (NTP) shall be provided by the Owner or its designated representative prior to proceeding with each design milestone. The Design/Build Firm will be responsible for confirming the need for these elements and for making recommendations if an element is deemed unnecessary or if a more pressing element is discovered. For more details on what is expected of the Design/Build Firm, see the General Services section below.

General Services

The following generally highlights the services that the Design/Build Firm and its subconsultants will be required to perform:

A. *Design Services*

1. Prior to starting Schematic Design, the Design/Build Firm will perform a preliminary consultation with the Owner including, but not limited to, reviewing the Owner's policies, concepts, objectives, design criteria, schedule, budget, and operational needs for these projects. The Design/Build Firm will submit within 10 days of NTP, a written report with their proposed recommendations, solutions to problems, etc.
2. The Design/Build Firm will prepare and submit a Design Schedule.
3. The Design/Build Firm will prepare and submit schematic design documents per the requirements of Appendix A: Owner's Preliminary Program Narrative and the Design/Build Firm's Detailed Design Schedule.
4. The Design/Build Firm will prepare and submit a construction estimate based on the Schematic Design documents. This estimate will be compared with the stated cost limitation (SCL) for these projects. If the estimate is more than 5% over the SCL, then the Design/Build Firm will prepare new schematic design documents and prepare a recovery schedule.

5. The design scope shall be based upon a **Construction Stated Cost Limitation (SCL)** of
Kittredge Magnet School - \$1,126,960
McLendon ES - \$1,053,840.00
McNair HS - \$3,975,024.00
Oak View ES - \$1,926,992
Total SCL - \$8,082,816.00
6. The Design/Build Firm will submit documents as outlined below for review by DCSD and the Program Manager.
7. Once Schematic Design Documents are reviewed and approved and upon written direction to proceed, the Design/Build Firm will proceed with the 50% Construction Document phase per Appendix A: Owner's Preliminary Program Narrative and the Design/Build Firm's Detailed Design Schedule.
8. The process used for Schematic Design Phase as outlined in items #3 – 7 above will be performed for the 50% and 100% CD Phases.
9. The Design/Build Firm will submit to DCSD, and the Project Manager reports, drawings, specifications, and estimates for review according to the chart below:

	Reports	Drawings	Specifications	Estimates
Preliminary Consultation	✓			
Schematic Design	✓★	✓★	✓★	✓
Construction Documents – 50%	✓★	✓★	✓★	✓
Construction Documents – 100%	✓★	✓★	✓★	✓
Others as required	✓	✓	✓	✓

★This information will be submitted to the GaDOE for review, comment, and approval.

10. The Design/Build Firm will visit the school site. All areas of the existing facility will be made available to the Design/Build Firm, and it is expected that the Design/Build Firm will study these areas to fully understand any and all accessible existing conditions. The Design/Build Firm shall investigate and document any limitations to be resolved during the design process.
11. Coordination with DCSD's Technology Department is critical during the Design Phase. DCSD's Technology Department will design the Technology components and the Design/Build Firm will incorporate this design into the contract documents. The DCSD Technology Department will be responsible for the installation of the IT equipment, cabling and wiring. The Design/Build Firm will be responsible for the supporting infrastructure (conduit, boxes, etc.).
12. Provide complete construction contract documents with professional seals and signatures in accordance with the requirements of the Georgia Department of Education Facilities Services Unit.
13. Assure that the construction contract documents are in conformance with generally accepted architectural and engineering practices and comply fully with all applicable DCSD and GaDOE criteria, along with all federal, state, and local codes and laws.

14. Provide full and complete specifications including Division 1- General Conditions, reflecting current DCSD and GaDOE requirements. Specify materials and equipment that are readily available, in order to avoid delivery concerns during construction.
15. Provide phasing plans, as appropriate, for construction. Include submission to and approval by DCSD and the Fire Marshal for the phased exiting of the facility.
16. Provide design for on-site swing space (modular) as appropriate for the improvement activities, i.e. phasing.
17. Provide design drawings and specifications for demolition of areas, as appropriate.
18. Provide design drawings and specifications for security system (cameras, alarm, card access, motion detectors, recording devices, etc.), and MIS conduit/raceways, as needed. Equipment and cabling design and installation will be provided by approved DCSD vendors, as appropriate.
19. Coordinate entrance design with and obtain approval from the agencies having jurisdiction as appropriate. Provide renderings when exterior modifications to the building are made.
20. Coordinate and design all utility connections (gas, electrical, plumbing, sewer) with local utility provider and obtain necessary approvals. Deposits will be paid for by the District. The Design/Build Firm will coordinate this effort.
21. Represent DeKalb County School District by presenting necessary oral and/or graphic presentations to state and county agencies, or any other group having interest in the projects per the direction of DCSD.
22. Complete all forms and documents in formats required by GaDOE and any other state or county agency.
23. Each design phase submittal must include a detailed cost estimate confirming that the cost of the design is below the construction SCL for the respective project. **Design estimates will be reviewed by the program manager. If the estimate shows a cost more than 5% greater than the SCL, the Design/Build Firm must redesign the project to be below the construction SCL at no additional cost to the owner. The Design/Build Firm will also be required to develop a recovery schedule to complete the design in the original timeframe.**
24. DCSD has adopted and implemented Primavera P6 as the standard scheduling software program for the District. All Contractors with a project construction value exceeding a SCL of \$1 million will be required to use P6 for that project and the Design/Build Firm of Record will have to be versed in P6 in order to review and comment on the contractor's schedule. For construction contracts with values under \$1 million, the Design/Build Firm will be responsible for posting all project documents into Proliance.
25. The Design/Build Firm shall also comply with all activities and terms as outlined in the Standard Form of Contract for Fixed Price Design and Construction Services (State Capital Outlay Projects) between the DeKalb County Board of Education and the Design/Build Firm. See Appendix G.
26. The Design/Build Firm will develop the list of required shop drawings, product data, samples, etc.
27. The Design/Build Firm is responsible for providing and submitting all permit packages to the proper authorities. The Design/Build Firm is responsible for pursuing the issuance of the permits. The

Design/Build Firm is still responsible for assisting the contractor and for responding to any questions or issues documented by the permitting authorities.

28. The Design/Build Firm will update DCSD's state inventory plans at the end of construction.

29. The Design/Build Firm will perform Contract Administration for these projects.

B. *Proliance* (a Capital Program Management Software by Trimble)
DCSD has adopted and implemented Trimble's Proliance as the District's project management software. DCSD will issue one license to the successful Design/Build Firm and expects the Design/Build Firm to participate in the management of these projects within the Proliance guidelines. This management will be performed in conjunction with DCSD and the Program Manager. This includes but is not limited to:

1. General

- All documentation will be processed through Proliance
- All meeting minutes will be produced and issued through Proliance
- All questions and answers will be processed through Proliance
- All invoicing – architect's, contractor's, vendors', etc. will be processed through Proliance

2. Schematic Design Phases

- All drawings will be posted in Proliance as one package for each phase (one file for SD)
- The detailed estimate will be posted in Proliance for each phase
- All reports will be posted individually in Proliance

3. Construction Document Submittals (50%, 100%)

- All drawings for the 50% CD submittals will be posted in Proliance as one package
- The detailed estimate will be posted in Proliance for the 50% submittals
- All reports will be posted individually in Proliance
- A detailed estimate is not required at 100% drawings
- Each individual drawing will be posted to Proliance (as individual files) at the 100% drawing submittal

4. Contract Administration

- RFIs will be processed in Proliance
- Submittals will be processed in Proliance
- Shop drawings will be processed in Proliance
- Samples (color boards, brick, etc.) will be processed outside Proliance, but will be tracked by a transmittal inside Proliance
- Invoices will be processed in Proliance

VII. INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. SUBMISSION OF PROPOSALS:

Electronic proposals shall be submitted to the website <https://dekalbschoolsga.ionwave.net> and include the following:

- 1) Letter of Introduction – To be included with Technical Proposal under “Response Attachments”.
- 2) Table of Contents – To be included with Technical Proposal under “Response Attachments”.

- 3) Compliance – To be uploaded individually under “Response Attachments”.
- 4) Proposed Project Staff – To be included with Technical Proposal under “Response Attachments”.
- 5) Project Approach - To be included with Technical Proposal under “Response Attachments”.
- 6) Experience - To be included with Technical Proposal under “Response Attachments”.
- 7) Current Workload - To be included with Technical Proposal under “Response Attachments”.
- 8) Fixed Price for Design and Construction Proposal – To be uploaded individually under “Response Attachments”.

B. The Offeror’s electronic proposal shall include the following:

1. Letter of introduction and interest signed by an officer or partner of responding firm. Letter shall include specific reason(s) why firm would be the best choice for the services listed. Letter shall include name of entity submitting, contact name, phone number, e-mail address, fax number and address of firm submitting.
2. **Table of Contents**
3. **Compliance Information**

This is a compliance section and carries no evaluation points. Firms must meet minimum criteria as specified to receive further consideration. Proposals shall include the following:

- 3.1 The Design/Build firm must be properly certified by the Georgia Secretary of State to do business in Georgia at the time of submission.
 - 3.1.1 State the legal name of entity submitting and if Firm submitting is a corporation, joint venture, or partnership. Note: It is understood that if selected for this project the stated entity name will be used in all legal contracting documents derived from this selection.
 - 3.1.2 Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State. In the alternative, joint ventures and partnerships should provide a copy of their joint venture or partnership agreement and certification from the Georgia Secretary of State establishing that each joint venture partner or partner is authorized to do business in Georgia.
- 3.2 The Design/Build firm must be properly registered, licensed, and certified at the time of submission:
 - 3.2.1 Provide copy of current Georgia Professional Registration Certificate for general contractor.
 - 3.2.2 If Design/Build firm is a joint venture, provide copy of the joint venture agreement and either:
 - a. Copy of current Georgia Professional Registration Certificate of the joint venture; or

- b. A copy of the current Georgia Professional Registration Certificate of one of the joint venture partners

3.3 Financial Information (Y/N):

- 3.3.1 The Firm's financial capability is to be expressed in the financial statement (audited financial information current within the past twelve months, such as a balance sheet and statement of operations) and should indicate the resources and the necessary working capital to assure financial stability through the completion of the projects. A certified audit is preferred; however, the Firm's most recent tax return and balance sheet will be accepted.
- 3.3.2 **Bonding Capacity:** The Design/Builder must submit a letter from their insurer or surety stating their current bonding capacity for a single job and their aggregate capacity, current value of work under contract and current value of bonded work. (The firm will be required to bond 100% of the cost of the Project).
- 3.3.3 **Compliance Letter:** Provide a compliance letter from a bonding company indicating the bonding company's A.M. Best financial rating and whether the bonding company will provide separate Payment and Performance Bonds, each in the amount of 100% of the Contract Price, on the exact forms provided by the Owner for your services as Design/Builder. **Upon award, Design/Builder must submit Payment and Performance Bonds on the exact forms provided by the Owner.**

3.4. Litigation/Capacity/Convictions Information (Y/N):

- 3.4.1 Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it pertains to the joint venture and for each partner or entity creating said joint venture. If there is no failure or failures to complete a contract, please include a statement that the Firm has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.
- 3.4.2 **Capacity:** Based on your current workforce and staffing in addition to the number of projects your firm currently has under contract or in negotiation, please demonstrate your firm's capacity to complete this project. Describe any claims, mediation, litigation, arbitration, or other form of dispute resolution filed by or against your company regarding K-12 projects (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five (5) years, including case name, number, location of court or arbitration. This list shall also disclose any failure or failures to complete a contract, or contracts, and any instances of having defaulted or having been declared to be in default, on any contract or contracts.
- 3.4.3 **Convictions:** Include a statement as to whether or not the Design/Build firm (and in the case of a joint venture, each of the partners in the joint venture) or any of its officers has been convicted or entered a guilty plea (or plea of nolo contendere) in

any court within the two (2) years prior to the date of application of a violation of any State or Federal statute concerning competitive bidding or competitive proposals or the restraint of trade.

EVALUATION CRITERIA

4. Proposed Project Staff (15 points):

The quality, experience and quantity of staff and their functions will be evaluated by the Committee.

The firm shall name the actual key personnel to be assigned to this Project, describe their ability and experience, and indicate the function of each within their organization and their proposed role on this Project. It is the intent that the proposed staff shall be assigned to this Project unless otherwise approved by Owner. All proposed key staff members must be present at the time of interview unless prior written approval is received from the Owner.

4.1 Give brief resumes of key personnel (project manager, superintendent, and controls specialist at a minimum) to be assigned to the Project including, but not limited to, the following:

- a. Name and title.
- b. Job assignment for other projects.
- c. How many years with this firm. For sub-consultants, list prior projects your firm has worked with sub-consultant.
- d. How many years with other firms.
- e. Experience including types of projects, size of projects (dollar value and square footage of project), and specific project involvement.
- f. Education.
- g. Active registrations (if any).
- h. Proliance experience (if any).

4.2 Provide the location of the office(s) that will be providing the required services.

4.3 Organization Chart: Develop an organization chart as it relates to **this Project** indicating key personnel and their relationship.

5. Project Approach (20 points):

5.1 The firm shall provide information regarding its knowledge of working on active school campuses, local codes and ordinances, local subcontractors, and suppliers as an indication of its ability to deliver quality workmanship in an effective and timely manner.

5.2 The firm shall demonstrate verbally and graphically its plan for performing the Project, documenting the services to be provided and showing the interrelationships of all parties, including the District's consultants, departments (IT, FF&E, Transportation, Nutrition, etc.) local authorities, architects, and Program Manager, to name a few. As part of its services, the firm shall indicate knowledge and experience in the evaluation of building systems, construction techniques, and the recommendation of materials to create the optimum value in meeting the design and budget requirements.

5.3 Schedule: The Project Master Schedule has been included in this RFP identifying the start and finish dates for design and construction. Use the dates shown and develop a Preliminary Schedule that you plan on using to complete this project.

5.4 QA/QC: Describe your experience and technical expertise your firm will employ with regard to safety, cost and quality assurance and quality control.

6. Successful Building Experience (15 points)

Please list past experience. Consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity. This will include evaluating the firm's performance and quality of work on previous projects.

List the projects which best illustrate the experience of the firm which utilized the current staff which is being assigned to this Project. (List no more than 10 projects and do not list projects which were not completed by your firm or completed more than ten years ago). Include the following for each project:

- a. Name and location of the project.
- b. Project owner's representative name, address, telephone, and facsimile number.
- c. Project user's representative name, address, and telephone number.
- d. Date project was completed. Provide comparison of original schedule completion to actual completion date.
- e. Size of project (construction gross square feet).
- f. Cost of project (construction cost). Provide comparison of original contract amount with final contract amount
- g. Work for which firm and firm's staff was responsible.
- h. Firm's project manager, superintendent, and other key professionals involved on the project and who of that staff would be assigned to the Project covered by this RFP.

7. Current Workload (15 points)

7.1 As part of the evaluation criteria, the Committee will review the firms and their sub-consultant's current workload. If the submitting firm is a joint venture, the Committee will review the current workload of each of the firms comprising the submitting entity.

7.2 Firms and their sub-consultant(s) shall provide a list of projects in construction or closeout, client names, percent complete on the project, anticipated completion date, and dollars committed on open project workload. Furthermore, if the submitting firm is a joint venture, they shall also include projects for each firm comprising the joint venture.

7.3 Definition of sub-consultant as it relates to this selection process: An individual and/or firm contracted or to be contracted by the submitting entity to provide services related to or part of those which this will be required as part of this selection process.

8. Proposed Fixed Price (35 points) (Use Owner's "Bid Form" included in this Request for Proposal.)

8.1 Indicate your proposed Fixed Price for the Services and Work as required by the Proposal Documents and the Owner's Agreement. Provide this Fixed Price on the "Bid Form" attached to this RFP.

- a. Indicate any breakdown of the proposed Fixed Price required by the attached "Bid Form."

- b. Indicate any alternates to the proposed Fixed Price required by the attached “Bid Form.”
 - c. Acknowledge receipt of addendum, if any.
 - d. All blanks shall be filled in and shall be filled in by typewriter or manually and legibly in ink. Where so indicated on the Owner’s forms, amounts and sums shall be expressed in both words and numerals, and in case of a discrepancy between the two, the amount of sum written in words shall govern. Interlineations, alterations, and erasures must be initialed by the signer of the Proposal.
- 8.2 Changes, alterations, or additions to the “Bid” or “Bid Form” will not be allowed and will cause the bidder to be disqualified.

9. Equitable Distribution (Maximum 15 points):

- 9.1 In an effort to consider the equitable distribution of work, the Selection Process Facilitator shall evaluate data showing dollar amounts of contracts and projects awarded by DCSD to the submitting firm(s). The dollar amount of projects awarded will reflect the estimated construction value listed on the RFP awarded to each firm. The projects taken into account in the calculation will be those awarded by DCSD **within two years** from this RFP bid opening. For those projects already under contract, the awarded amount will be replaced by the GMP and/or Bid amount(s) contracted, not including change orders. For projects recommended but not yet awarded, the contract value will reflect the estimated fee based on the budget listed within the RFP for which the firm was selected. In the case of submittals received by joint ventures, the projects awarded to each of the firms comprising the joint venture will be included in the calculation of the projects awarded by DCSD. Furthermore, this calculation will include all projects awarded to the submitting firm, either as a joint venture or as a separate entity, whereby the submitting firm(s) was one of the entities included in the award and/or contract.
- 9.2 The chart below will be used to award a maximum of 15 points based on dollar amount of projects currently under contract, as well as those awarded by DCSD, but not yet under contract and those recommended but not yet awarded. This single score will be allocated to each firm by the Selection Process Facilitator and added to the cumulative score the committee members.

Contract Value Awarded/ Recommended by DCSD	Point Value
0 to \$5,000,000	15 points
\$5,000,001 to \$10,000,000	13 points
\$10,000,001 to \$20,000,000	11 points
\$20,000,001 to \$30,000,000	9 points
\$30,000,001 to \$50,000,000	7 points
Greater than \$50,000,000	0 points

THE INFORMATION FOR THE FOLLOWING TWO SECTIONS IS NOT TO BE INCLUDED WITH THE TECHNICAL PROPOSAL.

C. INTERVIEWS AND PRESENTATION

After evaluation of the Proposals received in response to the RFP, DeKalb County School District **may** interview two or more proposers deemed fully qualified, responsive, responsible, and suitable on the basis of initial responses, and with professional competence to provide the required services.

At the time of its scheduled interview, each short-listed firm shall provide additional information about its firm and operations as may be required by DCSD. This additional information shall include, but is not limited to, the following:

1. **Overall Approach, Methodology and Knowledge of the Site (35 points)**

- 1.1. The firm shall provide information regarding its knowledge of working on active school campuses, local codes, and ordinances as an indication of its ability to deliver quality workmanship in an effective and timely manner.
- 1.2. The firm shall demonstrate verbally and its plan for performing the services outlined in the RFP, documenting the services to be provided and showing the interrelationship of all parties.

2. **Project Team (10 points)**

- 2.1. The firm shall express the general and specific project related experience and capability of in-house staff and sub-consultants and their functions as it relates to the project.
- 2.2. The firm shall develop an organization chart as it relates to the Project indicating key personnel and their relationship. **It shall be understood that it is the intent of the District to insist that the staff presented at the time of the interview as those key personnel indicated as the project team in the RFP actually executes the Project.**

3. **Project Scheduling (25 points)**

As part of the project approach, the firm shall propose a schedule for effectively managing and executing the work in the optimum time. Provide a schedule and describe any major milestones for achieving the schedule and any other recommendations that may directly impact the schedule.

4. **Cost Control/Value Engineering (25 points)**

- 4.1. Describe how you develop cost estimates, and how they are updated, providing specific examples of successful recommendations implemented and cost containment strategies utilized to maintain project budgets without sacrificing quality.
- 4.2. The firm shall provide a comparison of any representative current projects demonstrating their ability to hold to original budgets.
- 4.3. The firm shall provide suggestions for potential savings to the project that will maintain the design intent and still maintain exceptional quality.

5. **References (5 points)**

The Design/Build firm must demonstrate a positive relationship with prior clients on similar projects.

- 5.1. The Design/Build firm shall submit written recommendations from previous owners and

discuss their strategy to provide a positive working relationship with DCSD. This strategy must include actual examples of how the Design/Build firm has demonstrated their cooperation with other Owners. DCSD reserves the option of contacting any of the references provided to confirm information provided.

- 5.2. If applicable, DCSD staff will provide input on a firm's past work performance, this information includes but is not limited to the number of warranty requests and responsiveness, contract and process compliance, and information from the DCSD contractor evaluation process if available.

VIII. QUALIFICATIONS FOR SELECTION AND THE SELECTION PROCESS

A. QUALIFICATIONS FOR SELECTION OF DESIGN/BUILD FIRM

The evaluation of the Proposals will be based upon consideration of the demonstrated qualifications and capabilities of the Design/Build firm based on the identified evaluation factors and their relative weight, which will result in an award that is in the best interest of the DeKalb County Board of Education.

B. SELECTION PROCESS

A Selection Committee will perform Proposal evaluations and, following completion of the evaluations and subject to the Owner's right to reject any or all Proposals, the responsible and responsive Design/Build firm whose Proposal is determined to be the most advantageous to the Owner will be selected to perform the Design/Build Services for Kittredge Magnet School, McLendon ES, McNair HS, and Oak View ES Roof Replacement. The evaluation factors for Kittredge Magnet School, McLendon ES, McNair HS, and Oak View ES that will be employed, and their relative importance, are identified in the Instructions for Submitting Proposals section.

Offerors may be afforded an opportunity for discussion, negotiation and revision of Proposals for the purpose of obtaining best and final offers. In the event the Owner deems it necessary or appropriate, responsible Offerors found by the Owner to have submitted Proposals reasonably susceptible of being selected for award shall be given an opportunity to participate in such discussions, negotiations and revisions.

The Owner reserves the right to reject any or all Proposals, before or after opening, for any reason whatsoever including, but not limited to, any failure of any Proposal to be accompanied by a proper Bid Bond or by other data required by the Proposal Documents, any incompleteness or irregularity of any Proposal received, any evidence of collusion with the intent to defraud or other illegal practices on the part of the Design/Build firm, failure to comply with the requirements of the Proposal Documents, or exceeding the funds available. The Owner also reserves the right to waive any technicalities or informalities, and to award the Contract in the best interests of the Owner.

IX. CONTACT AND SUBMISSION DEADLINE

- A. **Questions:** Any questions concerning the RFQu should be submitted electronically via email to the Procurement Manager at dcsd-op-bidquestion@dekalbschoolsga.org. **Questions submitted to any other email address will not be considered.** The deadline for receipt of vendor questions and substitution request is **Wednesday, November 15, 2023 at 2:00 p.m. EST**. Questions received after the deadline time will not be considered. Questions received by the deadline time will be

answered in writing and posted to the DCSD solicitation website <http://dekalbschoolsga.ionwave.net> no later than **Wednesday, November 29, 2023 by 2:00 p.m. EST**. No response other than written by the Procurement Manager, will be binding upon DCSD. All supplemental instructions will be in the form of written Addenda to the RFQu.

- B. Selection committee members, school board members and school board personnel are not to be contacted prior to the Board of Education's decision to approve or reject the final recommendation presented to it by the Chief Operations Officer. **At the discretion of DCSD, failure to comply with this requirement will be grounds for disqualification.**
- C. Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of the advertisement for Request for Qualifications and continue through and include the date the DeKalb County Board of Education makes its determination to approve or reject the final recommendations.
- D. The assigned contact persons for this RFQu are Belinda Quillet, Senior Procurement Manager and Tijauna Naylor-Smith, Procurement Manager. Mrs. Quillet can be reached at (678) 676-1373 or by email at dcsd-op-bidquestion@dekalbschoolsga.org. Dr. Naylor-Smith can be reached at (678) 676-1313 or by email at tijauna_naylor_smith@dekalbschoolsga.org. Prospective Respondents must limit their contact regarding this RFQu to the assigned contact persons.
- E. Failure to meet any of these requirements may disqualify your firm from consideration.
- F. Proposals must be received electronically at the website <https://dekalbschoolsga.ionwave.net>, no later than **December 7, 2023, at 2:00 PM**.

X. PROTEST PROCESS

This section describes the mandatory administrative procedure whereby Offerors submitting sealed competitive bids/proposals (hereinafter referred to as "bidders") to DCSD directly related to design and construction, for proposals worth \$100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Facilities Management for proposals worth \$100,000 or more, may challenge contract awards.

- 1. **Protests.** A bidder may file a written protest challenging DCSD's compliance with applicable procurement procedures subject to the bidder's compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions.
- 2. **Types of Challenges.** Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including, but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD's intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.
- 3. **Form of protest.** At a minimum, the written protest must include the following:
 - a. the name and address of the protestor;
 - b. appropriate identification of the solicitation;
 - c. a statement of reasons for the protest;
 - d. supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and
 - e. the desired remedy.

DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting Offeror.

4. **Filing Protests.** A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the Offeror, and is received by the Design and Construction Department. The protest may be sent by any of the following means:

MAIL: **Attention: Mr. Erick Hofstetter**
Chief Operating Officer
DeKalb County School District
Sam A. Moss Service Center
1780 Montreal Road
Tucker, Georgia 30084

EMAIL: **erick_hofstetter@dekalbschoolsga.org**

The Offeror must observe the following deadlines when filing a protest:

Type of Protest	Protest Filing Deadline
Challenge to Competitive Solicitation Process	Two (2) business days prior to the closing date and time of the solicitation as identified on the
Challenge to an Intended or Actual Contract Award	In the event DCSD posts a Notice of Intent to Award ("NOIA"), the protest must be filed within ten (10) calendar days of the date the NOIA is
	In the event DCSD does not post a NOIA, the protest must be filed within ten (10) calendar days of the date the Notice of Award ("NOA") is

If a bidder fails to file a protest by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for protest.

5. **Stay of procurement during protest review.** When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the facilities management department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.

When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the Design and Construction Department makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/Offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

6. **Protest Resolution.** The Facilities Management Department shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
- If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.

Costs. In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

(END OF RFP – SEE APPENDICES AND ATTACHMENTS)

ATTACHMENT A: DESIGN/BUILD FIRM CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received **Request for Proposal (RFP) No. 24-752-014 Design/Build Roof Replacement Services at Kittredge Magnet School, McLendon ES, Ronald E. McNair HS, and Oak View ES (239-36,243-36,416-36,251-36)** containing a full set of documents:

Owner's Project Specific Information

Appendix A1:	Owner's Narrative and Scope of Work-Kittredge Magnet School (1 page)
Appendix A2:	Owner's Narrative and Scope of Work-McLendon Elementary School (1 page)
Appendix A3:	Owner's Narrative and Scope of Work-McNair High School (1 page)
Appendix A4:	Owner's Narrative and Scope of Work-Oak View Elementary School (1 page)
Appendix B:	Special Conditions (4 pages)
Appendix C:	Division 01 General Requirements (40 pages)
Appendix D:	DCSD Design Guidelines for Facility Construction Version 2018.04.04 (51 pages)
Appendix E1:	Aerial Image-Kittredge Magnet School (1 page)
Appendix E2:	Aerial Image-McLendon Elementary School (1 page)
Appendix E3:	Aerial Image-McNair High School (1 page)
Appendix E4:	Aerial Image-Oak View Elementary School (1 page)
Appendix F:	Not Applicable
Appendix G1:	Contract for Fixed Price Design and Construction Services -Kittredge Magnet School (64 pages)
Appendix G2:	Contract for Fixed Price Design and Construction Services-McLendon Elementary School (64 pages)
Appendix G3:	Contract for Fixed Price Design and Construction Services-McNair High School (64 pages)
Appendix G4:	Contract for Fixed Price Design and Construction Services-Oak View Elementary School (64 pages)
Appendix H:	Performance Bond (3 pages)
Appendix I:	Payment Bond (4 pages)
Appendix J:	Affidavit for Payment (2 pages)
Appendix K:	Owner's Master Schedule (1 page)

IMPORTANT NOTICE: The omission of any of the required items listed below shall cause the bid submission to be declared non-responsive and to be rejected.

Owner's Standard Forms:		Include with Proposal	Check Box to Confirm Inclusion
Attachment A	Design/Build Contractor's Checklist (2 pages)	YES	☐
Attachment B1	Corporate Certificate (1 page)	B1 or B2 or B3 as applicable	☐
Attachment B2	Partnership Certificate (1 page)		☐
Attachment B3	Entity Certificate (1 page)		☐
Attachment C1	Subcontractor Listing-Kittredge Magnet School (1 page)	YES	☐
Attachment C2	Subcontractor Listing-McLendon ES (1 page)	YES	☐
Attachment C3	Subcontractor Listing-Ronald E. McNair HS (1 page)	YES	☐
Attachment C4	Subcontractor Listing-Oak View ES (1 page)	YES	☐
Attachment D	Offeror's and Individuals' Affidavit of Noncollusion (2 pages)	YES	☐
Attachment E	Subcontractor Affidavit of Noncollusion (1 page)	YES	☐
Attachment F	Conflict of Interest Disclosure Form (2 pages)	YES	☐
Attachment G	Consent to Release Information (1 page)	YES	☐

Attachment H	Bid Bond (1 page)	YES	☐
Attachment I	Fixed Price for Design and Construction Proposal (5 pages)	YES	☐
Attachment J	Immigration and Security Certification	YES	☐
Attachment K	No Submittal Response Form (1 page)	N/A	
Other Requirements:		Include with Proposal	Check Box to Confirm Inclusion
Sample Certificate of Insurance, per General Requirements Item F.		YES	☐
Copy of Business License, per General Requirements Item P.		YES	☐
Acknowledgement of ALL addenda (if any) on next page.		YES	☐

Indicate **Addenda(s) Nos.** _____ received (**none unless indicated here**). The Design/Build Firm is responsible for reading and understanding all sections of this RFP and affirms that the Design/Build Firm shall be bound by all of the terms and conditions contained in this RFP.

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Design/Build Firm and its officers and employees have not entered into any agreement with any other Design/Build Firm or prospective Design/Build Firm or with any other person, firm or corporation relating to any prices or other terms named in this RFP or any other RFP, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this RFP.

Name of Design/Build Firm: _____

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Sworn to and subscribed before me this _____ day of _____, 2_____.

Notary Public: _____ My commission expires: __/__/__.

(SEAL)

THE DEKALB COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE INFORMALITIES.

**ATTACHMENT B1: CORPORATE CERTIFICATE
Proposals**

STATE OF _____
COUNTY OF _____

I, _____, certify that I am the Secretary of the
corporation named as offeror in the foregoing proposal; that
_____ who signed said proposal on behalf of the offeror
was then _____ of said corporation; that said proposal was duly signed for
and in behalf of said corporation by authority of its Board of Directors, and is within the scope of
its corporate powers; and that said corporation is organized under the laws of the State of
_____.

[signature]

[typed name]

Subscribed and sworn to
before me this ____ day of
_____, 2____.

(SEAL)

Notary Public

My Commission Expires:
____/____/____

ATTACHMENT B2: PARTNERSHIP CERTIFICATE
Proposals

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 20____, personally appeared _____, who executed the above proposal, and being first duly sworn, deposes and says that he or she is a general partner in the firm of _____ and that said firm consists of himself or herself and _____ and that he or she executed the foregoing proposal on behalf of said firm for the uses and purposes stated therein, and that no one except the above named members of the firm have any financial interest whatsoever in said proposed contract.

[Affiant's Signature]

Partner

Partner

Partner

Partner

Subscribed and sworn to
before me this ____ day of
_____, 2____.

(seal)

Notary Public

My Commission Expires:
____/____/____

NOTE: If only one partner signs, a Power of Attorney executed by all other partners authorizing him or her to act in the name of the partnership must be attached; otherwise, all partners must sign.

ATTACHMENT B3: ENTITY CERTIFICATE
Proposals

STATE OF _____
COUNTY OF _____

I, _____, certify that I am the Secretary of the entity named as offeror in the foregoing proposal; that _____ who signed said proposal in behalf of the offeror was then _____ of said entity; that said proposal was duly signed for and on behalf of said entity by due authority, and is within the scope of its legal powers; and that said entity is a _____ organized under the laws of the State of _____.

[signature]

[typed name]

Subscribed and sworn to
before me this ____ day of
_____, 2____.

(SEAL)

Notary Public

My Commission Expires:
____/____/____

ATTACHMENT C1: SUBCONTRACTOR LISTING
(Proposals)

TO: DEKALB COUNTY BOARD OF EDUCATION
hereinafter called "Owner"

RFP No. 24-752-014
Project No. 239-36

Pursuant to proposal requirements for the Projects known as Design/Build Roof Replacement Services at Kittredge Magnet School the undersigned proposes to use the following subcontractors for principal portions of the Project:

PORTION OF THE WORK	SUBCONTRACTOR NAME CONTACT PERSON	ADDRESS TELEPHONE NUMBER

*Use Additional Sheets If Necessary
Provide Signature Identical To That
Shown On The Proposal Form*

OFFEROR: _____
[typed proper name of Offeror]

By: _____
[signature]

[name and title]

ATTACHMENT C2: SUBCONTRACTOR LISTING
(Proposals)

TO: DEKALB COUNTY BOARD OF EDUCATION
hereinafter called "Owner"

RFP No. 24-752-014
Project No. 243-36

Pursuant to proposal requirements for the Projects known as Design/Build Roof Replacement Services at McLendon Elementary School the undersigned proposes to use the following subcontractors for principal portions of the Project:

PORTION OF THE WORK	SUBCONTRACTOR NAME CONTACT PERSON	ADDRESS TELEPHONE NUMBER

*Use Additional Sheets If Necessary
Provide Signature Identical To That
Shown On The Proposal Form*

OFFEROR: _____
[typed proper name of Offeror]

By: _____
[signature]

[name and title]

ATTACHMENT C3: SUBCONTRACTOR LISTING
(Proposals)

TO: DEKALB COUNTY BOARD OF EDUCATION
hereinafter called "Owner"

RFP No. 24-752-014
Project No. 416-36

Pursuant to proposal requirements for the Projects known as Design/Build Roof Replacement Services at Ronald E. McNair High School the undersigned proposes to use the following subcontractors for principal portions of the Project:

PORTION OF THE WORK	SUBCONTRACTOR NAME CONTACT PERSON	ADDRESS TELEPHONE NUMBER

*Use Additional Sheets If Necessary
Provide Signature Identical To That
Shown On The Proposal Form*

OFFEROR: _____
[typed proper name of Offeror]

By: _____
[signature]

[name and title]

ATTACHMENT C4: SUBCONTRACTOR LISTING
(Proposals)

TO: DEKALB COUNTY BOARD OF EDUCATION
hereinafter called "Owner"

RFP No. 24-752-014
Project No. 251-36

Pursuant to proposal requirements for the Projects known as Design/Build Roof Replacement Services at Oak View Elementary School the undersigned proposes to use the following subcontractors for principal portions of the Project:

PORTION OF THE WORK	SUBCONTRACTOR NAME CONTACT PERSON	ADDRESS TELEPHONE NUMBER

*Use Additional Sheets If Necessary
Provide Signature Identical To That
Shown On The Proposal Form*

OFFEROR: _____
[typed proper name of Offeror]

By: _____
[signature]

[name and title]

ATTACHMENT D: OFFEROR'S and INDIVIDUALS' AFFIDAVIT OF NONCOLLUSION

(This affidavit to be executed in accordance with O.C.G.A. § 36-91-21(e))

STATE OF _____

COUNTY OF _____

COMES NOW,

[name of Offeror] ("Offeror"),

appearing by and through _____, it's _____
[insert name of individual with authority to bind Offeror] [title]

(averring both individually and in his or her representative capacity on behalf of Offeror) (the "Individual And Representative Affiant"), and

[in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]

(collectively, the "Individual Affiants"), and each of the Individual And Representative Affiant and the Individual Affiants, after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official

Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

2. If the Offeror is a partnership, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have

represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County

Board of Education for DCSD Project No. 239-36,243-36,416-36,251-36 - Design/Build Services for Kittredge Magnet School, McLendon ES, Ronald E. McNair HS, and Oak View ES complete Roof Replacement (the "Project").

3. If the Offeror is a corporation or other entity, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual And Representative Affiant and the Individual Affiants sayeth not.

This _____ day of _____, 2____

[insert name of Offeror]

and _____
[insert name of Individual And Representative Affiant]

By: _____, both individually and on behalf of Offeror as its
[signature]

[insert title]

Individual Affiants' signatures and names:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

Sworn to and subscribed before me this ____ day of _____, 2____.

Notary Public: _____ My commission expires: __/__/__.

(SEAL)

ATTACHMENT E: SUBCONTRACTOR'S AFFIDAVIT OF NONCOLLUSION

STATE OF _____
COUNTY OF _____

COMES NOW, _____ ("Subcontractor"),
[name of Subcontractor]

appearing by and through _____, it's _____
[insert name of individual with authority to bind Subcontractor] [title]

(averring both individually and in his or her representative capacity on behalf of Subcontractor),
having submitted a bid or proposal to one or more offerors in respect of the DeKalb County Board
of Education

DCSD Project No. 239-36,243-36,416-36,251-36 - Design/Build Services for Kittredge Magnet
School, McLendon ES, Ronald E. McNair HS, and Oak View complete Roof Replacement

and after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the
Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(d) Whenever a public works construction contract for any governmental entity subject
to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person,
by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding
or proposals by any means whatever. No person who desires to procure such work for himself or
herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal
therefor by any means whatever, nor shall such person so desiring the work cause or induce
another to withdraw a bid or proposal for the work.

Further, the affiants sayeth not.

This _____ day of _____, 2____

[insert name of Subcontractor]

and _____
[insert name of individual named above]

By: _____, both individually and on behalf of Subcontractor as its
[signature]

[insert title]

Sworn to and subscribed before me this ____ day of _____, 2____.

Notary Public: _____ My commission expires: __/__/__.
(SEAL)

ATTACHMENT F: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), _____ am the (*Title*) _____ and I am the duly authorized representative of the firm of (*Firm Name*) _____ (the "Firm") for purposes of this Affidavit, whose address is (*Firm Address*) _____, and I possess the legal authority to make this Affidavit on behalf of myself and the Firm, as follows:

2. The following employee(s), officer(s) or agent(s) of the Firm (collectively, "Firm Representative") is/are related, by blood or marriage, to an employee, agent or Board Member of the DeKalb County Board of Education (collectively, "Owner Representative"), as indicated below:

<u>Firm Representative</u>	<u>Owner Representative</u>	<u>Relation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Except as listed below under "EXCEPTIONS", neither the Firm nor any Firm Representative have any conflicts of interest, whether real or potential, due to kinship, ownership, other clients, other contracts, interests, or otherwise concerning the DeKalb County Board of Education, the Project or any Owner Representative:

EXCEPTIONS (*fully disclose and completely explain*)

[Continued on Next Page]

4. This disclosure is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid, proposal or qualification statement for the same contract or project, and is in all respects without collusion or fraud.

Wherefore, the foregoing disclosure is fully complete and true, and may be relied upon by the DeKalb County Board of Education:

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and described before me this _____ day of _____

Personally known: _____

OR Produced Identification: _____

Type of Identification: _____

Notary Public – State of _____

My Commission Expires _____

Affix Notary Seal Here:

ATTACHMENT G: CONSENT TO RELEASE INFORMATION

The undersigned, having submitted a competitive sealed Proposal to the DeKalb County Board of Education in respect of a local government entity public works construction project (or being a partner in a joint venture that has submitted such proposal), hereby authorizes any person or entity having in its possession, custody or control any information regarding the undersigned to fully disclose and make available such information to the DeKalb County Board of Education, its agents, attorneys and other representatives.

This ____ day of _____, 2____.

[Printed name of person or entity consenting to release of information]

By: _____

Printed name: _____

Printed Title: _____

ATTACHMENT H: BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____,
[insert proper name of Surety]
a corporation duly organized and existing under the laws of the State of _____,
as surety ("Surety"), and _____
[insert proper name and address of Bidder]
as principal ("Bidder"), enter into, execute this bond ("Bid Bond"), and firmly bind ourselves,
our heirs, administrators, executors and successors, jointly and severally, in favor of the
DeKalb County Board of Education, as obligee ("Owner"), in the penal sum of:

[Insert penal sum, written in words and in numerals, which shall equal 5% of the Base Bid]
dollars (\$ _____),
as of the ____ day of _____ 20____.

WHEREAS, the Bidder has submitted a bid for construction of the DCSD Project No. 239-36,243-36,416-36 and 251-36 - Design/Build Roof Replacement Services at Kittredge Magnet School, McLendon Elementary School, Ronald E. McNair High School and Oak View Elementary School (RFP 24-752-014) Project in DeKalb County, Georgia; and

WHEREAS, the Owner has required the Bidder to furnish this Bid Bond containing the terms and conditions set forth herein as a condition to submission of the bid;

NOW THEREFORE, the Surety and the Bidder, for themselves, their heirs, administrators, executors and successors, both joint and severally, agree that if the Owner accepts the bid of the Bidder and within sixty (60) days of the bid opening delivers to the Bidder a Notice of Award, and the Bidder, within ten (10) calendar days after receipt of such Notice of Award, has not executed a contract with the Owner in accordance with the terms of such bid and furnished such bonds as are specified in the bidding documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof, then the Surety and the Bidder shall pay to the Owner the full penal sum hereof as liquidated damages and not as a penalty.

SIGNED AND SEALED this ____ day of _____, 2____.

BIDDER

SURETY

[Typed Name] [SEAL]

[Typed Name] [SEAL]

BY: _____
[Signature]

BY: _____
[Signature]

[Printed Name, Title and Address]

[Printed Name, Title and Address]

ATTACHMENT I: FIXED PRICE FOR DESIGN AND CONSTRUCTION PROPOSAL

Project Name: **Design-Build Services for Kittredge Magnet, McLendon ES
McNair HS and Oak View ES Roof Replacement**

RFP #: **24-752-014**
Project No.: **239-36,243-36,416-36,251-36**
RFP Date: **October 19, 2023**

Page 1 of 5

DeKalb County Board of Education
Sam A. Moss Service Center
1780 Montreal Road
Tucker, Georgia 30084

In compliance with your Advertisement for Sealed Proposals and the Request for Proposal, the undersigned Design/Builder,

[legal name of Design/Builder]

[address of Design/Builder]

[telephone number of Design/Builder]

[email address]

having carefully examined the site of the Project and the Owner's Criteria, and having carefully examined the proposed form of Contract For Fixed Price Design And Construction Services ("Agreement") and the Owner's standard forms and other documents included in the Request for Proposals and any Addenda thereto, and having carefully examined the Representative Quality School referenced in the Request for Proposals, for **Design/Build Services for Kittredge Magnet School, McLendon ES, McNair HS, and Oak View ES Roof Replacement. DCSD Project Number 239-36,243-36,416-36,251-36** proposes and agrees, if this proposal is accepted, to enter into a contract with the Owner in the exact form provided in the Request for Proposal and to perform the Design Services and the Work including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time stated therein, for the Contract Price set forth below, and submits the following proposed compensations and fees and other matters set forth below:

- A. Design/Builder's proposed Contract Price, this amount being the total amount to include in Article 10 of the Agreement is _____ dollars (\$_____).

Kittredge Magnet School: _____ dollars (\$_____).

McLendon ES : _____ dollars (\$_____).

Ronald E. McNair HS : _____ dollars (\$_____).

Oak View ES : _____ dollars (\$_____).

B. Design/Builder's proposed percentage of the Contract Price to be allocated to Design Services, this percentage being the percentage to include in the first set of blanks in Article 11, Paragraph (B) of the Agreement is _____ percent (____%).

C. Design/Builder's proposed percentages for Design Services milestones to be applied to the Design Services Allocation, these being the percentages to be included in Article 11, Paragraph (C) of the Agreement are:

Preliminary Consultation, Project Analysis, and Report	_____ percent (____%)
Preliminary Submittal to Department of Education	_____ percent (____%)
Preliminary Design Submittal to Department of Education	_____ percent (____%)
Department of Education Check Set	_____ percent (____%)
Detailed Design	_____ percent (____%)
Permit issuance	_____ percent (____%)
Duties, Obligations and Responsibilities	_____ percent (____%)
during Construction	

D. Design/Builder's proposed percentage of the Contract Price to be allocated to the Work, this percentage being the percentage to include in the second set of blanks in Article 11, Paragraph (B) of the Agreement is _____ percent (____%).

E. Design/Builder's proposed calendar day durations for the completion of the preliminary consultation and project analysis report, Article 4, Paragraph (B) _____ (____) days; the completion of the Preliminary Design, Article 5, Paragraph (A) _____ (____) days; the completion of the Detailed Design, Article 6, Paragraph (A) _____ (____) days; and the substantial completion of the Work, Article 8, Paragraph (B) _____ (____) days. A proposed design and construction schedule indicating the overall project duration and showing the interrelationship of all design and construction activities is attached hereto and incorporated herein by reference.

F. Design/Builder's proposed design Subcontractors for the disciplines stated, these being the Subcontractors to include in the blanks in Article 15, Paragraph (C) of the Agreement (if any one or more of the following design disciplines will be self-performed by the Design/Builder, do not leave blank, but state "self-performed" and state the name of the licensed engineer employed by Design/Builder who will be responsible for such design discipline):

Project Name: **Design-Build Services for Kittredge Magnet, McLendon ES
McNair HS and Oak View ES Roof Replacement**

RFP #: **24-752-014**
Project No.: **239-36,243-36,416-36,251-36**

RFP Date: **October 19, 2023**

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Architectural: _____

Civil: _____

Structural: _____

Mechanical: _____

Electrical: _____

Plumbing: _____

- G. The Design/Builder further agrees that if any or all of the following Alternates as described in the Request for Proposal Documents are accepted, the following amounts shall be added to or subtracted from the Contract Price:

NONE

Project Name: **Design-Build Services for Kittredge Magnet, McLendon ES
McNair HS and Oak View ES Roof Replacement**

RFP #: **24-752-014**
Project No.: **239-36,243-36,416-36,251-36**

RFP Date: **October 19, 2023**

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The Design/Builder understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.

The Design/Builder agrees that this Proposal may not be withdrawn for a period of ninety (90) calendar days after the date and time fixed for receiving said Proposals.

The person signing this bid form must be legally authorized to bind the company

Respectfully submitted,

[typed name of Design/Builder]

By: _____[seal]
[signature]

[typed name and title]

[address of Design/Builder]

(_____)_____
[business telephone number]

[date of execution]

Project Name: **Design-Build Services for Kittredge Magnet, McLendon ES
McNair HS and Oak View ES Roof Replacement**

RFP #: **24-752-014**
Project No.: **239-36,243-36,416-36,251-36**

RFP Date: **October 19, 2023**

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[If the Design/Builder is a joint venture, utilize the following page of this proposal form for signatures.]

By submission of this Proposal, the Design/Builder certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other design/builder or with any competitor. The Design/Builder hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. If successful in its Proposal, the Design/Builder will timely submit to the Owner the Offeror's and Individuals' Affidavit of Noncollusion and the Subcontractor's Affidavit of Noncollusion in the form, manner and number, required by the Request for Proposals and applicable laws. The Design/Builder agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted _____,
[typed name of Joint Venture]

By: _____
[typed name of Joint Venture partner]

By: _____[seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

By: _____
[typed name of Joint Venture partner]

By: _____[seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

ATTACHMENT J: IMMIGRATION AND SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Offeror/Bidder shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

(a) _____ **(Initial here)**: Offeror declares under penalties of perjury that, Offeror has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. **[Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];**

or

(b) _____ **(Initial here)**: Offeror/Bidder warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. **[Offerors/Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];**

or

(c) _____ **(Initial here)** Offeror/Bidder is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

— 3) _____ **(Initial here)** Offeror/Bidder will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror/Bidder with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

4) _____ **(Initial here)** Offeror/Bidder agrees that, if Offeror/Bidder employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror/Bidder will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the

authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

- 5) _____ **(Initial here)** Offeror/Bidder agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

_____	_____
Signature	Date
_____	_____
EEV/Basic Pilot Program User Identification Number	Date of Authorization

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

ATTACHMENT K: NO SUBMITTAL RESPONSE FORM

RFP Number: **24-752-014**

DCSD Project No.: **239-36,243-36,416-36,251-36**

Title: **Design/Build Services for Kittredge Magnet, McLendon ES, Ronald E. McNair, HS, and Oak View ES
Roof Replacement**

If your company will not be submitting a proposal in response to this Request for Proposal, please complete this form and return or fax, prior to the RFP due date established within to:

DeKalb County Board of Education (the "Board")
Sam A. Moss Service Center - Procurement Services
Attention: Senior Procurement Manager
Email: belinda_quillet@dekalbschoolsga.org

This information will assist Procurement Services in the preparation of future RFPs.

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Please check reason for a "no submittal."

_____ Specifications 'too tight,' geared toward one brand or manufacturer (explain below)

_____ Insufficient time to respond

_____ Specifications unclear (explain below)

_____ We do not offer this service or an equivalent

_____ Our schedule does not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Unable to hold prices respondent throughout the term of the contract period

_____ Unable to meet insurance requirements

_____ Other _____

Explanation: _____

If submitting this form, only this form needs to be returned

Appendix A1: Owner's Criteria and Narrative Scope of Work – RFP 24-752-014

DCSD Project No. 239-36 – Design/Build Roof Replacement Services at Kittredge Magnet School.

The elements of construction are as follows:

- Provide design-build services to remove and replace the existing roofing system.
 - Replace roof drain bodies and up to five feet of drainpipe.
 - The roofing system will at a minimum comply with DCSD Design Guidelines for Facility Construction (Appendix D) along with all federal, state, and local guidelines.
1. The Bidder shall be responsible for paying all sales tax in accordance with GA Law section 48-8-63(c) on all material purchases.
 2. The Bidder shall be responsible for coordinating with the DCSD Project Manager and all material and equipment suppliers to schedule delivery of equipment and material to the school/facility during normal business hours. Once the Bidder takes possession of material at the site, the care and storage of the material becomes the responsibility of the Bidder.
 3. The Bidder shall obtain all necessary permits required for construction of all work in this scope. The Bidder shall complete all phases of his work in strict accordance with all applicable local, state, and federal codes and guidelines. The Bidder will verify that the necessary DeKalb Board of Education approvals have been obtained prior to beginning of construction.
 4. The Bidder is responsible for surveying the existing conditions at the site, to assess installation requirements. The Bidder is responsible for installing equipment & material in a workmanlike manner, in compliance with DCSD standards as well as all applicable codes and regulations.
 5. Care shall be taken to minimize damage to surrounding structures and surfaces. The Bidder is responsible for repair of any disturbed areas, including ceiling tiles, patching and/or repainting walls and floors, and restoring any disturbed landscaped or paved areas. The Bidder shall submit color samples to the Owner for any new materials and/or paint used for these corrections, to ensure the best match possible for existing finishes. It is the responsibility of the Bidder to restore any areas damaged by their work to the original condition, or better.
 6. The Bidder is responsible for the proper demolition, removal and disposal of existing material disturbed in the installation of the new equipment. The Bidder is to dispose of all debris and remove materials offsite, with the exception of any salvageable material: any salvageable material shall be offered to the Owner for possible reuse. All construction waste is to be recycled to the extent practicable.
 7. The Bidder is to keep the work area clean during the completion of the project and must provide final cleaning of the work area to the satisfaction of DCSD.
 8. The Bidder is responsible for coordinating work and ensuring that the Project Manager, Stakeholders, and project parties are informed of where work is taking place.
 9. The Bidder shall restore all construction areas to a condition acceptable to the Owner.
 10. The Bidder shall include a warranty for his labor.

Substantial Completion

The Contractor is to mobilize and commence work no later than **June 13, 2024**. All work must be substantially completed by **January 30, 2025**. Final Completion must take place no later than 30 days after Substantial Completion. The Contractor will be allowed to work evening and weekend hours as long as the facility is returned to normal building functions for regular school hours. While the facility is in operation, all work shall be performed without interruption to facility operations and activities.

Appendix A2: Owner's Criteria and Narrative Scope of Work – RFP 24-752-014

DCSD Project No. 243-36 – Design/Build Roof Replacement Services at McLendon Elementary School.

The elements of construction are as follows:

- Provide design-build services to remove and replace the existing roofing system.
 - Replace roof drain bodies and up to five feet of drainpipe.
 - The roofing system will at a minimum comply with DCSD Design Guidelines for Facility Construction (Appendix D) along with all federal, state, and local guidelines.
1. The Bidder shall be responsible for paying all sales tax in accordance with GA Law section 48-8-63(c) on all material purchases.
 2. The Bidder shall be responsible for coordinating with the DCSD Project Manager and all material and equipment suppliers to schedule delivery of equipment and material to the school/facility during normal business hours. Once the Bidder takes possession of material at the site, the care and storage of the material becomes the responsibility of the Bidder.
 3. The Bidder shall obtain all necessary permits required for construction of all work in this scope. The Bidder shall complete all phases of his work in strict accordance with all applicable local, state, and federal codes and guidelines. The Bidder will verify that the necessary DeKalb Board of Education approvals have been obtained prior to beginning of construction.
 4. The Bidder is responsible for surveying the existing conditions at the site, to assess installation requirements. The Bidder is responsible for installing equipment & material in a workmanlike manner, in compliance with DCSD standards as well as all applicable codes and regulations.
 5. Care shall be taken to minimize damage to surrounding structures and surfaces. The Bidder is responsible for repair of any disturbed areas, including ceiling tiles, patching and/or repainting walls and floors, and restoring any disturbed landscaped or paved areas. The Bidder shall submit color samples to the Owner for any new materials and/or paint used for these corrections, to ensure the best match possible for existing finishes. It is the responsibility of the Bidder to restore any areas damaged by their work to the original condition, or better.
 6. The Bidder is responsible for the proper demolition, removal and disposal of existing material disturbed in the installation of the new equipment. The Bidder is to dispose of all debris and remove materials offsite, with the exception of any salvageable material: any salvageable material shall be offered to the Owner for possible reuse. All construction waste is to be recycled to the extent practicable.
 7. The Bidder is to keep the work area clean during the completion of the project and must provide final cleaning of the work area to the satisfaction of DCSD.
 8. The Bidder is responsible for coordinating work and ensuring that the Project Manager, Stakeholders, and project parties are informed of where work is taking place.
 9. The Bidder shall restore all construction areas to a condition acceptable to the Owner.
 10. The Bidder shall include a warranty for his labor.

Substantial Completion

The Contractor is to mobilize and commence work no later than **June 13, 2024**. All work must be substantially completed by **January 30, 2025**. Final Completion must take place no later than 30 days after Substantial Completion. The Contractor will be allowed to work evening and weekend hours as long as the facility is returned to normal building functions for regular school hours. While the facility is in operation, all work shall be performed without interruption to facility operations and activities.

Appendix A3: Owner's Criteria and Narrative Scope of Work – RFP 24-752-014

DCSD Project No. 416-36 – Design/Build Roof Replacement Services at Ronald E. McNair High School.

The elements of construction are as follows:

- Provide design-build services to remove and replace the existing roofing system.
 - Replace roof drain bodies and up to five feet of drainpipe.
 - The roofing system will at a minimum comply with DCSD Design Guidelines for Facility Construction (Appendix D) along with all federal, state, and local guidelines.
1. The Bidder shall be responsible for paying all sales tax in accordance with GA Law section 48-8-63(c) on all material purchases.
 2. The Bidder shall be responsible for coordinating with the DCSD Project Manager and all material and equipment suppliers to schedule delivery of equipment and material to the school/facility during normal business hours. Once the Bidder takes possession of material at the site, the care and storage of the material becomes the responsibility of the Bidder.
 3. The Bidder shall obtain all necessary permits required for construction of all work in this scope. The Bidder shall complete all phases of his work in strict accordance with all applicable local, state, and federal codes and guidelines. The Bidder will verify that the necessary DeKalb Board of Education approvals have been obtained prior to beginning of construction.
 4. The Bidder is responsible for surveying the existing conditions at the site, to assess installation requirements. The Bidder is responsible for installing equipment & material in a workmanlike manner, in compliance with DCSD standards as well as all applicable codes and regulations.
 5. Care shall be taken to minimize damage to surrounding structures and surfaces. The Bidder is responsible for repair of any disturbed areas, including ceiling tiles, patching and/or repainting walls and floors, and restoring any disturbed landscaped or paved areas. The Bidder shall submit color samples to the Owner for any new materials and/or paint used for these corrections, to ensure the best match possible for existing finishes. It is the responsibility of the Bidder to restore any areas damaged by their work to the original condition, or better.
 6. The Bidder is responsible for the proper demolition, removal and disposal of existing material disturbed in the installation of the new equipment. The Bidder is to dispose of all debris and remove materials offsite, with the exception of any salvageable material: any salvageable material shall be offered to the Owner for possible reuse. All construction waste is to be recycled to the extent practicable.
 7. The Bidder is to keep the work area clean during the completion of the project and must provide final cleaning of the work area to the satisfaction of DCSD.
 8. The Bidder is responsible for coordinating work and ensuring that Project Manager, Stakeholders, and project parties are informed of where work is taking place.
 9. The Bidder shall restore all construction areas to a condition acceptable to the Owner.
 10. The Bidder shall include a warranty for his labor.

Substantial Completion

The Contractor is to mobilize and commence work no later than **June 13, 2024**. All work must be substantially completed by **January 30, 2025**. Final Completion must take place no later than 30 days after Substantial Completion. The Contractor will be allowed to work evening and weekend hours as long as the facility is returned to normal building functions for regular school hours. While the facility is in operation, all work shall be performed without interruption to facility operations and activities.

Appendix A4: Owner's Criteria and Narrative Scope of Work – RFP 24-752-014

DCSD Project No. 251-36 – Design/Build Roof Replacement Services at Oak View Elementary School.

The elements of construction are as follows:

- Provide design-build services to remove and replace the existing roofing system.
 - Replace roof drain bodies and up to five feet of drainpipe.
 - The roofing system will at a minimum comply with DCSD Design Guidelines for Facility Construction (Appendix D) along with all federal, state, and local guidelines.
1. The Bidder shall be responsible for paying all sales tax in accordance with GA Law section 48-8-63(c) on all material purchases.
 2. The Bidder shall be responsible for coordinating with the DCSD Project Manager and all material and equipment suppliers to schedule delivery of equipment and material to the school/facility during normal business hours. Once the Bidder takes possession of material at the site, the care and storage of the material becomes the responsibility of the Bidder.
 3. The Bidder shall obtain all necessary permits required for construction of all work in this scope. The Bidder shall complete all phases of his work in strict accordance with all applicable local, state, and federal codes and guidelines. The Bidder will verify that the necessary DeKalb Board of Education approvals have been obtained prior to beginning of construction.
 4. The Bidder is responsible for surveying the existing conditions at the site, to assess installation requirements. The Bidder is responsible for installing equipment & material in a workmanlike manner, in compliance with DCSD standards as well as all applicable codes and regulations.
 5. Care shall be taken to minimize damage to surrounding structures and surfaces. The Bidder is responsible for repair of any disturbed areas, including ceiling tiles, patching and/or repainting walls and floors, and restoring any disturbed landscaped or paved areas. The Bidder shall submit color samples to the Owner for any new materials and/or paint used for these corrections, to ensure the best match possible for existing finishes. It is the responsibility of the Bidder to restore any areas damaged by their work to the original condition, or better.
 6. The Bidder is responsible for the proper demolition, removal and disposal of existing material disturbed in the installation of the new equipment. The Bidder is to dispose of all debris and remove materials offsite, with the exception of any salvageable material: any salvageable material shall be offered to the Owner for possible reuse. All construction waste is to be recycled to the extent practicable.
 7. The Bidder is to keep the work area clean during the completion of the project and must provide final cleaning of the work area to the satisfaction of DCSD.
 8. The Bidder is responsible for coordinating work and ensuring that the Project Manager, Stakeholders, and project parties are informed of where work is taking place.
 9. The Bidder shall restore all construction areas to a condition acceptable to the Owner.
 10. The Bidder shall include a warranty for his labor.

Substantial Completion

The Contractor is to mobilize and commence work no later than **June 13, 2024**. All work must be substantially completed by **January 30, 2025**. Final Completion must take place no later than 30 days after Substantial Completion. The Contractor will be allowed to work evening and weekend hours as long as the facility is returned to normal building functions for regular school hours. While the facility is in operation, all work shall be performed without interruption to facility operations and activities.

APPENDIX B
SPECIAL CONDITIONS
(DESIGN/BUILD)

ARTICLE 1
WRITTEN NOTICE

No notice shall be deemed to have been provided to the Owner as appropriate under the Contract unless and until the writing in which such notice is contained has been physically placed in the hands of an employee of the Owner, either by registered or certified mail, Return Receipt Requested, or hand delivery to the following address for the Owner:

To Owner: DeKalb County Board of Education
 1780 Montreal Road
 Tucker, Georgia 30084
 Attention: Mr. Erick Hofstetter, Chief Operating Officer

ARTICLE 2
COMPUTATION OF TIME

Unless otherwise specifically provided in the Contract, when a period of time measured in days, weeks, months, years, or other measurements of time except hours is prescribed by the Contract for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted. Unless otherwise specifically provided in the Contract, "day" shall mean calendar day.

ARTICLE 3
COMMENCEMENT, POSSESSION AND COMPLETION OF THE WORK

3.1 Before commencing Work, the Owner, the Design/Builder and all interested subcontractors shall inspect the entire existing building (if there is an existing building or buildings) and the Design/Builder shall prepare a list of any and all defects or inoperative systems. The list shall be signed by all parties and retained by the Owner.

3.2 At the time of commencement of Work, the existing building, if any, shall be assumed to be in structurally sound condition, free from cracks and leaks and that all electrical, heating and air conditioning and plumbing systems are operational, except as noted on said list.

3.3 Upon completion of the Work, all then existing defects not recorded upon said list shall be repaired, replaced or made operative by the Design/Builder at its own risk and expense.

3.4 Certain existing systems (if there is an existing system or systems) may be under warranty or critical to the Owner's operation, or both, and, if damaged by the Design/Builder, shall, unless otherwise directed in writing by the Owner, be repaired only by the Warrantor or the Owner at the Design/Builder's expense. The Design/Builder shall protect all piping, wiring, equipment and related devices from damage during progress of the Work and ensure operation unless outages are specifically coordinated with the Owner. These systems include, without limitation:

- a. All utility services to existing facilities, if any, including, water, electricity, telephone, sewer, and media cable data or video.
- b. Security System
- c. Fire Alarm System
- d. Intercom System
- e. Energy Monitoring and Control System
- f. TV / Cable Distribution
- g. Computer Network System

In the event of damage to any such system, the Design/Builder shall immediately notify the Owner in writing.

ARTICLE 4 **TEMPORARY UTILITIES**

The Design/Builder shall arrange and pay for the installation, set up, use and removal of all temporary utility service at the Project site. Temporary utilities shall include, but not be limited to sanitary, water, heating and ventilation, telephone and electrical service.

ARTICLE 5 **CLEAN UP**

Mud and construction related debris shall be cleaned from roadways and walkways outside construction limits on a daily basis.

ARTICLE 6 **CODE AND STANDARDS**

Any codes and standards referred to in the contract documents are minimum standards. Where the requirements of the Contract Documents exceed those of the codes and standards, the Contract Documents shall govern.

ARTICLE 7 **INTERRUPTION OF UTILITIES**

Work shall be scheduled to avoid as much as possible interference with the normal operation of the buildings. The Design/Builder shall give written notice to the Owner at least ten (10) days in advance of the date on which the Design/Builder wishes to interrupt power, phones, gas, water or other service. The duration of each separate interruption shall not exceed forty-eight (48) hours. Interruption may be scheduled between Friday after the hour of four o'clock (4:00) p.m. and Monday before the hour of eight o'clock (8:00) a.m. Interruptions of electrical service within buildings exceeding one hour shall be scheduled only between four o'clock (4:00) p.m. Friday and eight o'clock (8:00) a.m. Monday unless written permission is obtained from the Owner. The Design/Builder may otherwise interrupt service at any time that it shall have written permission from the Owner to do so. In the event of an emergency affecting, or potentially affecting in the opinion of the Owner, the safety of property, health or life, the Owner may restrict interruptions.

ARTICLE 8 **PROTECTION OF ROADWAYS, SIDEWALKS, PROPERTY SURFACES AND PERSONS**

8.1 The Design/Builder shall repair and clean roadway, sidewalk and property surfaces located outside construction limits free of dirt and mud where caused by conveyance of construction or demolition materials, equipment and personnel to and from the construction site. The Design/Builder shall provide the Owner for its review a written schedule, by which the Design/Builder shall perform corrective and clean-up Work. Such Work shall be done at no additional expense to the Owner.

8.2 The Design/Builder shall be responsible for damage to property and persons which result from its Work inside and outside the construction limits. The Design/Builder shall promptly correct conditions it has caused which create a health, safety or property danger.

ARTICLE 9 **TRASH DISPOSAL**

9.1 Burning of trash, refuse or debris or other material on the site is not permitted.

ARTICLE 10
DEMOLITION

10.1 All materials indicated to be removed shall be disposed of off the Owner's property.

10.2 The use of explosives will not be permitted.

10.3 The amount of dust resulting from the operations shall be controlled to prevent the spread of dust to avoid creating a nuisance in the surrounding area.

10.4 The procedure proposed for the accomplishment of demolition Work shall be submitted to the Owner for approval. The procedure shall provide for safe conduct of the Work, careful removal and disposition of materials, protection of property which is to remain undisturbed and coordination with other Work in progress. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations.

ARTICLE 11
PROTECTION OF PERSONNEL

Where the safety of pedestrians and drivers are endangered in the area of Work, the Design/Builder shall use barricades and other necessary precautions at no additional expense to the Owner.

ARTICLE 12
VEHICLE PARKING REGULATIONS

Designated Parking Areas: The Design/Builder must park all vehicles inside the designated construction area. The Design/Builder is responsible for transporting its employees to and from the job site from off-site staging areas.

ARTICLE 13
STREET ADDRESS

For purposes of utility work, the street address of the sites are:

Kittredge Magnet School
2383 N. Druid Hills Rd. NE
Atlanta, GA 30329

McLendon Elementary School
3169 Hollywood Drive
Decatur, GA 30033

Ronald E. McNair High School
1804 Bouldercrest Road SE
Atlanta, GA 30316

Oak View Elementary School
3574 Oakvale Road
Decatur, GA 30034

ARTICLE 14
SITE LIMITATIONS

Construction and staging are limited to the areas within the "Limits of Fenced Construction Area" indicated on the plans.

ARTICLE 15
ACCESS TO SITE BY PERSONNEL OF OWNER

The Design/Builder agrees that mechanics, electricians, and maintenance personnel of the Owner may enter onto the site during the progress of the Work for the purpose of maintaining existing facilities, if any, and for the purpose of taking emergency measures necessary to preserve life or property. The Design/Builder shall have the right to exclude from the site any mechanic or maintenance personnel who undertakes to enter without a hard hat or who violates any of the safety regulations imposed by the U.S. Department of Labor, OSHA (Occupation Safety & Health Act), by the Design/Builder, by law, or by the State Commissioner of Labor.

ARTICLE 16
HAZARDOUS MATERIALS

16.1 The Design/Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

16.2 Disposal of Environmental Hazardous Items: The Owner has contracted with a special contractor to dispose of Asbestos Type Hazardous items on a large scale. If the Design/Builder comes in contact with small amounts then, the Owner is prepared to remove these items with its own crew. The Design/Builder is hereby notified that these are the conditions from which they will work by providing a bid or proposal for any work with Owner. Exception: PCB in Ballast. The Design/Builder shall remove and separate the ballasts from the lights into two groups. The first group is all ballasts which clearly state that they contain NO PCB. These can be disposed of as waste. The second group consists of all ballasts which are marked CONTAINS PCB. These ballasts shall be packed to a maximum of 1050 pounds in three ring metal drums consistent with requirements for packing group III under DOT MT - 181 regulations. A manifest for each group shall be prepared for Owner's signature for each shipment. There is no limit to the number of drums to be shipped. Inspections will be made of drums on a random basis to determine the quality of the ballast sort. Summary: It will be the Design/Builder's responsibility to remove and separate each type of ballasts. It will be the Design/Builder's responsibility to properly load all metal drums. The Owner will be responsible for providing the proper drums and getting these items delivered to a Hazardous Dumping site.

APPENDIX C

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010 SUMMARY OF WORK and SPECIAL REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included

1. The "Project", entitled DCSD Project No. 239-36;243-36;416-36;251-36 – Kittredge Magnet School, McLendon ES, Ronald E. McNair HS, and Oakview ES, School Roof Replacement is composed of the complete design and construction as per the Contract Documents, for the Design/Build Services for complete Roof Replacement.

The Project is located at 2383 N. Druid Hills Rd NE, Atlanta, GA 30329, 3169 Hollywood Drive Decatur, GA 30033, 1804 Bouldercrest Road SE, S Atlanta 30316 and 3574 Oakvale Road Decatur, GA 30034

[Insert Description and Location of the Project]

B. Commencement, Possession, Scheduling and Completion of Work

1. The Owner's primary purpose is to educate students. The Project is necessary to meet the Owner's obligations. In scheduling its Work and in preparing the construction progress schedule, the Design/Builder shall consult with the Owner and shall attempt to accommodate the needs of the Owner without unduly disrupting the Design/Builder's performance of the Work.
2. At all times, the Design/Builder shall take all reasonable and legal precautions to provide for the safety of the students and the public. The Design/Builder shall be responsible for damage to property and persons which result from its Work inside and outside construction limits. The Design/Builder shall promptly correct conditions it has caused which create a health, safety, or property danger.
3. Before commencing Work, the Owner's Representative, the Design/Builder, and all interested Subcontractors shall inspect the entire existing building or buildings (if there is an existing building or buildings) and Design/Builder shall prepare a list of any and all defects or inoperative systems. The list shall be signed by all parties and retained by the Owner. At the time of commencement of Work, the existing building or buildings shall be assumed to be in structurally sound condition, free from cracks and leaks and that all electrical, heating and air conditioning and plumbing systems are operational, except as noted on said list. Upon completion of the Work, all then existing defects not recorded upon said list shall be repaired, replaced, or made operative by the Design/Builder at its own risk and expense.

C. Special Requirements

1. As school shall remain in normal session during the progress of this Work except during summer vacancy, the Design/Builder must follow special requirements so as to minimize disruption to school activities, which may include without limitation extracurricular and

other activities after normal school hours.

2. Design/Builder shall schedule as much Work activity as is reasonable during days and hours that school activities are not taking place. Work shall be scheduled to avoid as much as possible interference with the normal operation of the buildings. The Design/Builder shall give written notice and request for consent to the Owner at least thirty (30) days in advance of the date on which Design/Builder wishes to interrupt power, phones, gas, water, or other service, which notice shall specify the proposed date and duration of such interruption and the service(s) to be interrupted. Design/ Builder shall not interrupt power, phone, gas, water, or other service without the Owner's prior written consent, which consent shall not be unreasonably withheld. The duration of each separate interruption of power, phones, gas, water, or other service shall not exceed forty-eight (48) hours. To the extent that is reasonable and subject to the use requirements of the Owner, such interruptions shall be scheduled between Friday after the hour of four o'clock (4:00) p.m. and Monday before the hour of eight o'clock (8:00) a.m. and interruptions of electrical service within buildings exceeding one hour shall be scheduled only between four o'clock (4:00) p.m. Friday and eight o'clock (8:00) a.m. Monday. The Design/Builder may otherwise interrupt power, phone, gas, water or other service at any time that the Design/Builder shall have written permission from the Owner to do so. Notwithstanding any prior consent of the Owner to an interruption, in the event of an emergency affecting the safety of property, health or life, the Owner may revoke prior consent and restrict interruptions. In no event shall the Design/Builder be entitled to an increase in the Contract Price or any other additional compensation in respect of the Owner's refusal to consent, or revocation of consent, to interrupt power, phone, gas, water, or other service. Design/Builder further agrees that Design/Builder shall not be entitled to any increase in the Contract Time or any other extension of time in respect of the Owner's reasonable refusal to consent, or revocation of consent, to such interruption. Any claim for an increase in the Contract Time in respect of the Owner's unreasonable refusal to consent, or revocation of consent, to such interruption shall be subject to and governed by the Contract Documents. Weekend work, Saturday, or Sunday, requires a permit from the DeKalb County Public Department of Public Works and the Design/Builder is responsible for obtaining this permit.
3. Certain existing systems may be under warranty or critical to the Owner's operation, or both, and, unless otherwise agreed in writing by the Owner, shall be repaired only by the warrantor or the Owner at the Design/Builder's expense if damaged by the Design/Builder or anyone for whom the Design/Builder is responsible. The Design/Builder shall protect all piping, wiring, equipment and related devices from damage during progress of the Work and ensure uninterrupted operation unless outages are specifically coordinated with, and consented to in writing by, the Owner. These systems include, without limitation:
 - a. All utility services to existing facilities including, water, electricity, telephone, sewer, media cable data or video.
 - b. Security System
 - c. Fire Alarm System
 - d. Intercom System
 - e. Energy Monitoring and Control System
 - f. TV / Cable Distribution
 - g. Computer Network System
4. The Design/Builder shall at all times during the performance of the Work adhere to the existing facility evacuation plan as approved by the DeKalb County Fire Marshall.
5. The Design/Builder shall at all times during the performance of the Work for the purpose

of public safety maintain complete separation between existing facilities and construction activities. At a minimum, separation of exterior work activities will be achieved with the use of six foot (6') high chain-link fencing and interior separations shall be achieved with full height floor to ceiling wall barriers of wood or drywall construction. Where the safety of pedestrians or drivers is endangered in the area of Work, including without limitation removal Work, the Design/Builder shall use barricades and other necessary precautions at no additional expense to the Owner.

6. Construction and staging are limited to the areas within the "Limits of Fenced Construction Area" to be indicated on the plans as designated by the Owner. The Design/Builder must park all vehicles inside designated construction area. If necessary, the Design/Builder will be responsible for transporting its employees and others engaged in the performance of the Work to and from the job site from off site staging areas provided and paid for by the Design/Builder at no additional expense to the Owner.
7. The Design/Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Design/Builder shall adhere to the safety regulations imposed by the U.S. Department of Labor, OSHA (Occupation Safety & Health Act), by the State Commissioner of Labor, and any other applicable laws. The Design/Builder shall have the right to exclude from the site any personnel who undertakes to enter without a hard hat or who violates any of these imposed safety regulations.
8. Hazardous Materials: Design/Builder shall be responsible for determining the presence of any hazardous materials. All hazardous materials shall be handled in accordance with all applicable laws. If the Design/Builder encounters asbestos in the performance of the Work, Design/Builder shall stop the affected Work (and only the affected Work) and notify Owner. Owner may, at its option, elect to remove or otherwise render safe such asbestos with Owner's own forces or contractors, whereupon the Design/Builder shall resume the affected Work after direction from the Owner's Representative that such work of the Owner's own forces or contractors is complete. Alternatively, the Owner may, at its option, order that the Design/Builder remove or otherwise render safe such asbestos, in which case any claim of Design/Builder therefor shall be subject to the requirements of the Contract. If the Work requires the removal of light ballasts, the Design/Builder shall remove and separate the ballasts from the lights into two groups. The first group is all ballasts that clearly state that they contain NO PCB. Such ballasts shall be disposed of by the Design/Builder as waste. The second group consists of all ballasts that are marked CONTAINS PCB. Such ballasts shall be packed by the Design/Builder in such containers and in such manner as required by the Owner and applicable laws, and the Design/Builder shall prepare a manifest for each group of such ballasts for shipment. There is no limit to the number of containers to be packed by the Design/Builder for shipment. The Owner has the right, but not the obligation, to inspect containers on a random basis to determine the quality of the ballast sort. At the time directed by the Owner, the Design/Builder shall be responsible for loading the packed containers onto transportation provided by the Owner and the Owner shall be responsible for causing the packed and loaded containers to be transported to a hazardous material dumping site.
9. Certain fees: Contractors doing work for the DeKalb County School District are exempted from DeKalb County building permit fees, assessment fees, and impact fees. For the avoidance of doubt, certain costs that are the responsibility of the Design/Builder and shall be included in the costs of the Work include, without limitation:
 - a. Water Flow Test to be completed prior to start of construction.
 - b. DeKalb County Water Department water meter and water vault requirements and any required water tap fees.
 - c. Design/Builder shall contact and coordinate with the appropriate utility departments all aspects of the Work affecting existing utilities, including

without limitation payment of any required fees by the Design/Builder.

10. Without limiting any other obligation of the Design/Builder under the Contract, any questions, clarifications or suggestions by the Design/Builder shall be discussed at the preconstruction conference.
11. Without limitation of any obligations or duties of the Design/Builder under the Contract, the Design/Builder specifically agrees that mechanics, electricians, and maintenance personnel of the Owner may enter onto the site during the progress of the Work for the purpose of maintaining existing facilities, and for the purpose of taking emergency measures necessary to preserve life or property.
12. For the avoidance of doubt, as used in this Division 1 – General Requirements, the term “Agreement” means that certain Standard Form of Contract For Fixed Price Design and Construction Services Between the DeKalb County Board of Education and the Design/Builder. Capitalized terms in this Division 1 that are not defined herein, but that are defined in the Agreement, shall have the meaning ascribed to them in the Agreement.
13. For the avoidance of doubt, all approvals of the Owner shall be subject to Article 13 Paragraph G of the Agreement.

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT FOR THE WORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Comply with procedures described in this Section when applying for progress payment and final payment for the Work under the Contract.

1.2 QUALITY ASSURANCE

- A. Prepare, present and secure the Owner's approval of the required schedule of values in accordance with Article 11, Paragraph D, of the Agreement.
- B. During progress of the Work, modify the schedule of values as approved by the Owner to reflect changes in the Contract Price due to Change Orders or other modifications of the Contract.
- C. Base requests for payment on the approved schedule of values.

1.3 SUBMITTALS

- A. Informal submittal: Unless otherwise directed by the Owner:
 - 1. Make an informal submittal of request for payment by filling in, with erasable pencil, pertinent portions of a form of application for payment that is in form and content satisfactory to the Owner, including any continuation sheet or sheets as necessary.
 - 2. Make this preliminary submittal to the Owner at the last regular job meeting of each month.
 - 3. Revise the informal submittal of request for payment as agreed at the job meeting, initialing all copies.
- B. Formal submittal: Unless otherwise directed by the Owner:
 - 1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or neat lettering in ink, on a form of application for payment that is in form and content satisfactory to the Owner, including any continuation sheet or sheets as necessary, in triplicate.
 - 2. Sign and notarize, in triplicate, the formal Application and Certificate for Payment.
 - 3. Submit, in triplicate, the original of the formal Application and Certificate for Payment, plus continuation sheet or sheets, to the Owner.
 - 4. Submit three (3) copies of a set of 8"x10" Aerial color photographs of three (3) different views of the entire Project site.
 - a. Identify each print on the back with:
 - 1. Project name.
 - 2. Owner's name.
 - 3. Design/Builder's name.
 - 4. Photographer's name and address
 - 5. Photograph date.
 - 6. Position and direction from which photo was taken.

5. Submit 3 copies of a set of ten (10) 4"x6" color photographs of different views of the Project. These need **not** be taken by a professional commercial photographer.
 - a. Identify each print on the back with:
 1. Project name.
 2. Owner's name.
 3. Design/Builder's name.
 4. Photographer's name and address.
 5. Photograph date.
 6. Position and direction from which photo was taken.
6. Submit two (2) copies of updated approved construction schedule as required under Section 01310, Paragraph 1.3-D
7. At approximately 80% completion of each category of Work, but prior to billing for 80% of the Work to be done for such category, submit an interim punch list of Work to be done for that category. Such interim punch list shall be, in respect of the Owner, informational only and shall not in any way bind the Owner with respect to the Work required by the Contract Documents.

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents including, without limitation, other Specification Sections apply to Work of this Section.

1.2 DESCRIPTION

- A. Work included: This Section establishes general requirements pertaining to cutting (including excavating), fitting and patching of the Work required to:
 - 1. Make the several parts fit properly;
 - 2. Cutting into existing construction to provide for the installation or performance of other Work and subsequent fitting and patching required to restore surfaces to their original conditions;
 - 3. Uncover Work to provide for installing, inspecting, or both, of ill-timed Work;
 - 4. Remove and replace Work not conforming to requirements of the Contract Documents;
 - 5. Remove and replace defective Work;
 - 6. Refer to other Sections, including but not limited to Division 15 (Mechanical) and Division 16 (Electrical) for cutting and patching requirements and limitations applicable to specific portions of the Work.
- B. Related Work:
 - 1. In addition to other requirements specified, upon the Owner's request, uncover Work to provide for inspection by the Owner of covered Work and remove samples of installed materials for testing.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. Inspection: Before any Work commences, the Owner's Representative and Design/Builder shall inspect the existing building site conditions and determine the precise limit of any demolition Work and the Design/Builder shall be held responsible for any additional damage to the existing conditions and shall repair or replace damaged items at its own expense.
- C. Requirements for Structural Work: Do not cut or patch structural Work in a manner that would result in a reduction of load carrying capacity or of load deflection ratio.
- D. Operational and Safety Limitations: Do not cut or patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended.
- E. In the event that, during progress of any demolition Work, the Design/Builder finds that portions of the existing building shown to be removed cannot, in fact, be removed without

damaging portions shown to remain, notify the Owner and apply for instructions. In the absence of notification, the Design/Builder shall repair any damaged portion of the existing building which is shown to remain at the Design/Builder's expense as subsequently instructed by the Owner.

- F. In removing any portions of the existing building, the Design/Builder shall adequately brace or shore the structures while demolition Work is in progress to prevent damage to portions of the structures that are to remain. Material to be removed which is attached directly to the structure to remain shall be carefully removed. Repair all damage caused to the remaining structure resulting from the demolition operations. Wherever new Work abuts existing structures to remain, patch existing structures to provide uniformity of appearance.

1.4 SUBMITTALS

A. Request for Owner's consent:

- 1. Prior to cutting which effects structural safety, submit written request to the Owner for permission to proceed with cutting.
- 2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify the Owner and secure written permission and any required Change Order prior to proceeding.

B. Notices to the Owner

- 1. Prior to cutting and patching performed pursuant to the Owner's instructions, submit written cost estimate to the Owner. Secure the Owner's written approval of cost estimates and type of reimbursement and any required Change Order before proceeding with cutting and patching.
- 2. Submit written notice to the Owner designating the time the Work will be uncovered, to provide for the Owner's observation.

1.5 DEMOLITION

All materials indicated to be removed shall be disposed of off the Owner's property. The use of explosives will not be permitted. The amount of dust resulting from the operations shall be controlled to prevent the spread of dust to avoid creating a nuisance in the surrounding area. The procedure proposed for the accomplishment of demolition Work shall be submitted to the Owner for approval, subject to Article 13 Paragraph G of the Agreement. The procedure shall provide for safe conduct of the Work, careful removal and disposition of materials, protection of property which is to remain undisturbed and coordination with other Work in progress. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Except as otherwise indicated, or as directed by the Owner, use materials for cutting and patching that are identical to existing materials.

END OF SECTION

**SECTION 01050
FIELD ENGINEERING**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:
 - 1. Establishing and maintaining lines and levels;
 - 2. Structural design of shores, forms and similar items provided by the Design/Builder as part of its means and methods of construction.
- B. Related Work:
 - 1. Documents affecting Work of this Section include, without limitation, other Sections in Division 1 of these Specifications;
 - 2. Additional requirements for field engineering also may be described in other Sections of these Specifications;
 - 3. If required, the Design/Builder will furnish survey describing the physical characteristics, legal limitations, utility locations, and legal description of the site.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Upon request of the Owner, submit:
 - 1. Data demonstrating qualifications of persons proposed to be engaged for field engineering services;
 - 2. Documentation verifying accuracy of field engineering Work;
 - 3. Certification, signed by the Design/Builder's retained field engineer, certifying that elevations and locations of improvements are in conformance or nonconformance with requirements of the Contract Documents.

1.4 PROCEDURES

- A. In addition to procedures directed by the Design/Builder for proper performance of the Design/Builder's responsibilities:
 - 1. Locate and protect control points before starting Work on the site;
 - 2. Preserve permanent reference points during progress of the Work;
 - 3. Do not change or relocate reference points or items of the Work without specific written approval from the Owner.

4. Promptly advise the Owner when a reference point is lost or destroyed or requires relocation because of other changes in the Work. Upon direction of the Owner, require the field engineer to replace reference stakes or markers. Locate such replacements according to the original survey control.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: To enable orderly review during progress of the Work, and to provide systematic discussion of problems, the Design/Builder will conduct project meetings throughout the construction period.

1.2 QUALITY ASSURANCE

- A. For those persons designated by the Design/Builder to attend and participate in project meetings, provide required authority to commit the Design/Builder to solutions agreed upon in the project meetings.

1.3 SUBMITTALS

- A. Agenda Items: To the maximum extent practicable, advise the Owner at least twenty-four (24) hours in advance of project meetings regarding items to be added to the agenda.
- B. Minutes:
 - 1. The Owner's Representative will compile minutes of each project meeting and will provide a copy of the minutes to the Design/Builder. The Design/Builder will distribute a copy to all meeting attendees and others involved in the project.
 - 2. Recipients of copies may make and distribute such other copies as they wish.

PART 2 - PRODUCTS

(No products are required in this Section)

PART 3 - EXECUTION

3.1 MEETING SCHEDULE

- A. Except as noted below for Preconstruction Meeting, Project meetings will be held not less than every other week and shall be held weekly or more frequently if requested by the Owner.
- B. Coordinate as necessary to establish mutually acceptable schedule for meetings.

3.2 MEETING LOCATION

- A. The Design/Builder, subject to approval of the Owner, will establish meeting location. To the maximum extent practical, meetings will be held at the job site.

3.3 PRECONSTRUCTION MEETING

- A. Preconstruction Meeting will be scheduled to be held not later than five (5) days (excluding Saturday and Sunday) after the Owner has issued the notice to commence the Work.
 - 1. Provide attendance by authorized representatives of the Design/Builder and major Subcontractors.

2. The Design/Builder shall, and the Owner may, advise other interested parties and invite their attendance.
- B. Minimum agenda: Data will be distributed and discussed on at least the following items.
1. Organizational arrangement of Design/Builder's forces and personnel, and those of Subcontractors and material suppliers;
 2. Channels and procedures for communications;
 3. Construction schedule, including sequence of critical Work;
 4. Contract Documents, including distribution of required copies of original documents and revisions;
 5. Processing of shop drawings and other data submitted to the Owner for review;
 6. Rules and regulations governing performance of Work;
 7. Procedures for safety and first aid, security, quality control, housekeeping and related matters.

3.4 PROJECT MEETINGS

- A. Attendance:
1. To the maximum extent practicable, assign the same person or persons to represent the Design/Builder at project meetings throughout progress of the Work.
 2. Subcontractors, material suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved. The Owner may advise other interested parties and invite their attendance.
- B. Minimum Agenda:
1. Review, revise as necessary and approve minutes of previous meetings;
 2. Review progress of the Work since last meeting, including status of submittals for approval;
 3. Identify problems that impede planned progress;
 4. Develop corrective measures and procedures to regain planned schedule;
 5. Complete other current business.
- C. Revisions to minutes:
1. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
 2. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.
 3. Challenge to minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

END OF SECTION

SECTION 01310

PROGRESS SCHEDULES AND DAILY REPORTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: To assure adequate planning and execution of the Work so that the Work is completed within the number of calendar days allowed in the Contract, and to assist the Owner in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work, prepare and maintain the schedules and daily reports described in this Section and elsewhere in the Contract.
- B. Related work:
- C. Definitions:
 - 1. "Day", as used throughout the Contract, unless otherwise stated, means "calendar day".

1.2 PROGRESS SCHEDULE QUALITY ASSURANCE

- A. Perform data preparation, analysis, charting, and updating in accordance with standards approved by the Owner's Representative.
- B. Reliance upon the approved schedule:
 - 1. The construction schedule as approved by the Owner's Representative will establish interim completion dates for the various activities under the Contract.
 - 2. Should any activity not be completed within fifteen (15) days after the stated scheduled date, the Owner shall have the right to require the Design/Builder to expedite completion of the activity by whatever means the Owner deems appropriate and necessary, without additional compensation to the Design/Builder.
 - 3. Should any activity be thirty (30) days or more behind schedule, the Owner shall have the right, but not the duty, to perform the activity or have the activity performed by whatever method the Owner deems appropriate.
 - 4. Costs incurred by the Owner in connection with expediting construction activity under this Article shall be reimbursed by the Design/Builder.
 - 5. It is expressly understood and agreed that failure by the Owner to exercise the option either to order the Design/Builder to expedite an activity or to expedite the activity by other means shall not be considered a waiver by Owner and shall not be considered to set a precedent for any other activities.

1.3 PROGRESS SCHEDULE SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Preliminary analysis: Within ten (10) calendar days after the Design/Builder has received the Owner's notice to commence the Work, submit two (2) prints of a preliminary construction schedule prepared in accordance with Part 3 of this Section.

- C. Construction schedule: Within fifteen (15) calendar days of commencing the Work, submit two (2) prints of a construction schedule prepared in accordance with Part 3 of this Section.
- D. Periodic reports: On the first day of each month (provided, however, that if the first day of a month is a Saturday or a Sunday, then on the first Monday of such month) following the submittal described in Paragraph 1.3-C above, submit two (2) prints of the construction schedule updates as described in Part 3 of this Section.

PART 2 - PROGRESS SCHEDULE PRODUCTS

2.1 CONSTRUCTION ANALYSIS

- A. Graphically indicate the order and interdependence of all activities necessary to complete the Work, and the sequence in which each activity is to be accomplished, as planned by the Design/Builder and his project field superintendent in coordination with all Subcontractors whose Work is shown on the diagram.
- B. Include, without limitation, the following activities:
 - 1. Project mobilization;
 - 2. Submittal and approval of shop drawings and samples;
 - 3. All major elements and subdivisions of the Work;
 - 4. Procurement of equipment and critical materials;
 - 5. Fabrication of special material and equipment, and its installation and testing.
 - 6. Substantial Completion;
 - 7. Final cleanup;
 - 8. Final inspecting and testing;
 - 9. Final Completion; and
 - 10. All activities required of the Owner that affect progress, required dates for completion, or both, for all and each part of the Work.
- C. No single activity, other than submittal activities, shall have a calendar day duration greater than 14 days.

PART 3 - PROGRESS SCHEDULE EXECUTION

3.1 FORMAT

- A. The construction schedule shall utilize the Critical Path Method of scheduling with activity time scale graphics. Computer data print-outs may supplement the graphic print-out. If requested by the Owner, the Design/Builder will provide the Owner with an electronic file format of the initial project schedule and all subsequent updates and revisions.

3.2 PROGRESS SCHEDULE PRELIMINARY ANALYSIS

- A. Contents:
 - 1. Show all activities of the Design/Builder under this Work for the period between receipt of notice to commence the Work and submittal of construction schedule required under Paragraph 1.3-C above;
 - 2. Show the Design/Builder's general approach to remainder of the Work;
 - 3. Show cost of all activities scheduled for performance before submittal and approval of the construction schedule.
- B. Submit in accordance with Paragraph 1.3-B above.

3.3 PROGRESS SCHEDULE CONSTRUCTION SCHEDULE

- A. As soon as practicable after receipt of notice to commence the Work, complete the construction analysis in preliminary form, meet with the Owner, review contents of the proposed construction schedule, and make all revisions agreed upon.
- B. Submit in accordance with Paragraph 1.3-C above.

3.4 PROGRESS SCHEDULE PERIOD REPORTS

- A. As required under Paragraph 1.3-D above, update the approved construction schedule.
 - 1. Indicate "actual" progress in percent completion for each activity;
 - 2. Provide written narrative summary of revisions causing delay in the program and an explanation of corrective actions taken or proposed.

3.5 PROGRESS SCHEDULE REVISIONS

- A. Make only those revisions to approved construction schedule as are approved in advance by the Owner.

PART 4 - DAILY REPORTS

4.1 DAILY REPORT PREPARATION AND SUBMITTAL

- A. As soon as Work has commenced, the Design/Builder shall prepare written daily reports of the Work performed the previous day by its employees and Subcontractors. The report shall be prepared by the Design/Builder's Superintendent and shall bear his signature. Submission of the daily reports shall be not less than weekly to the Owner's Representative. Submittal of the daily reports shall not constitute written notice to the Owner as required by other sections of the Contract Documents.

4.2 DAILY REPORT CONTENT

- A. Each report shall contain the following minimum information:
 - (a) weather conditions and temperature, including any adverse effects of the same on the progress of the Work;
 - (b) a detailed description of any injuries or safety problems, including any adverse effect of same on the progress of the Work;
 - (c) the Design/Builder's efforts pursuant to its Quality Control Program;
 - (d) the number and trades of all workers on site for which the Design/Builder is responsible including a breakdown for each Subcontractor;
 - (e) all major equipment on the site whether in use or idle and its general location;
 - (f) a general description of the Work being performed by the Design/Builder and Subcontractors, the location of Work being performed and the quantity of the Work;
 - (g) a statement by the Design/Builder as to whether or not the Work is progressing as scheduled and if not, the reasons why the Work is not progressing on schedule;
 - (h) all visitors to the site; and
 - (i) all deliveries made to the site.

END OF SECTION

SUBMITTALS**PART 1 - GENERAL****1.1 DESCRIPTION**

- A. Work included: Make submittal required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements. Design/Builder shall submit a submittal schedule to the Owner's Representative within fourteen (14) days of receipt of notice to commence the Work. Submittals not required by the Owner will not be reviewed by the Owner.
- B. The Design/Builder may require its Subcontractors to provide drawings, setting diagrams and similar information to help coordinate the Work, but such data shall remain between the Design/Builder and its Subcontractors and will not be reviewed by the Owner, unless requested by the Owner. Nothing in the Contract Documents regarding submittals from the Design/Builder to the Owner shall be deemed or construed to mean that the Design/Builder should not require and review such submittals from its Subcontractors as may be necessary or prudent.
- C. The Design/Builder will provide to the Owner required submittals in sufficient detail for the Owner's Representative's review to determine compliance with the Owner's Criteria for design and construction of the Project. The Owner's or the Owner's Representative's review of these submittals shall be solely for the purpose of determining whether such submittals are generally consistent with the Owner's Criteria and does not relieve the Design/Builder of its duties for performance of its obligations under the Contract.

1.2 QUALITY ASSURANCE

- A. Coordination of submittal:
 - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for it conforms in all respects with the specified requirements.
 - 3. By affixing the Design/Builder's signature to each submittal, certify that this coordination has been performed.
- B. "Or Equal":
 - 1. Where the phrase "or equal" or "or equal as approved by the Owner" occurs in the Contract Documents, do not assume that the materials, equipment or methods will be approved as equal unless the item has been specifically so approved for this Work by the Owner.
 - 2. The decision of the Owner shall be final.

1.3 SUBMITTAL

- A. Make submittal of shop drawings, samples, substitution requests, and other items in accordance with the provisions of this Section.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

- A. Scale and measurements: Make shop drawings accurately to the scale sufficiently large to show all pertinent aspects of the time and its method of connection to the Work.
- B. Types of prints required:
 - 1. For the Owner's Representative's review, submit shop drawings in the form of one (1) sepia transparency of each sheet plus five (1) blueline or blackline prints of each sheet.
 - 2. Blueprints will not be accepted.
- C. Review comments of the Owner will be shown on the sepia transparency when it is returned to the Design/Builder. The Design/Builder may make and distribute such copies as are required for its purposes.

2.2 MANUFACTURER'S LITERATURE

- A. Where contents of submitted literature from manufacturers include data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
- B. Submit the number of copies which are required to be returned, plus one (1) copy which will be retained by the Owner.

2.3 SAMPLES

- A. Provide sample or samples identical to the precise article proposed to be provided. Identify as described under "Identification of Submittal" below.
- B. Number of Samples required:
 - 1. Unless otherwise specified, submit samples in the quantity which is required to be returned, plus one (1) which will be retained by the Owner.
 - 2. By prearrangement in specified cases, a single sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Owner.

2.4 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Owner for selection.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTAL

- A. Consecutively number all submittals.
 - 1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 - 2. On resubmittals, cite the original submittal number for reference.

- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Owner for their review upon request.

3.2 GROUPING OF SUBMITTAL

- A. Unless otherwise specified, make submittal in group containing all associated items to assure that information is available for checking each item when it is received.
 - 1. Make revisions required by the Owner.
 - 2. If the Design/Builder considers any required revision to be a change, it shall so notify the Owner as provided for in the Contract Documents.
 - 3. Make only those revisions directed or approved by the Owner.

3.3 OWNER'S RIGHT TO RECOVER CERTAIN COSTS

A. In the event that more than a reasonable amount of meetings with the Owner or the Owner's Representative are required in respect of the Design Services or the Work, or in the event that Design/Builder submits more than a reasonable amount of submittals to the Owner or the Owner's Representative (including without limitation submittals of proposed design documents, proposed substitutions, or proposed changes), then the Owner shall be entitled to recover from the Design/Builder an amount sufficient to cover the Owner's cost of attending such meetings or reviewing such submittals and the Owner shall be entitled to withhold such amount from any amounts otherwise due to Design/Builder.

END OF SECTION

SECTION 01370

SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide a detailed breakdown of the agreed Contract Price showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.
- B. Related work:
 - 1. Schedule of Values shall be consistent with the "continuation sheet" accompanying applications for payment.

1.2 QUALITY ASSURANCE

- A. Use required means to assure arithmetical accuracy of the sums described.
- B. When so required by the Owner, provide copies of subcontracts or other data acceptable to the Owner, substantiating the sums described.

1.3 SUBMITTALS

- A. Within ten (10) calendar days after the first commencement of construction, submit a proposed Schedule of Values to the Owner.
 - 1. Meet with the Owner to determine additional data, if any, required to be submitted.
 - 2. Submit any additional data required.
 - 3. Secure the Owner's approval of the Schedule of Values.

END OF SECTION

SECTION 01410
TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide testing and inspecting, complete, described in this Section and elsewhere in the Contract Documents.
- B. Related work:
 - 1. Requirements for testing may be described in various Sections of the Specifications.

1.2 QUALITY ASSURANCE

- A. Design phase subsurface investigations and construction phase materials testing shall be performed by a testing laboratory selected by the Owner to provide these services. Other testing laboratory services shall be provided by a testing laboratory selected by the Design/Builder, subject to approval of the Owner, to provide those services.
- B. Upon completion of each test or inspection, the Design/Builder shall cause the testing laboratory to promptly distribute copies of test or inspection reports to the Design/Builder, Owner and governmental agencies requiring submission of such reports, and to such other persons as directed by the Owner.

PART 2 - PRODUCTS

2.1 PAYMENT FOR TESTING

- A. The Design/Builder will pay for all testing services as indicated in Article 9 Paragraph N of the Agreement or as otherwise required by the Contract Documents, provided, however, that Owner shall pay for (and shall pay only for) the cost of Owner's Representative's approved design phase subsurface investigations and Owner's Representative's approved construction phase materials testing as set forth at Article 3 Paragraph D of the Agreement.

2.2 SPECIFIC TESTS AND INSPECTIONS

- A. Provide all tests and inspections required by governmental agencies having jurisdiction, required by provisions of the Contract Documents, and such other tests and inspections as are directed by the Owner.
- B. Governmental agency tests and inspections include, but are not necessarily limited to, weekly erosion control inspections required by the DeKalb County Public Department of Public Works and preparation of plans, notices, and water quality sampling required for the State Department of Natural Resources Storm Water Discharge Permitting.

PART 3 - EXECUTION

3.1 TAKING SPECIMENS

- A. Except as may be specifically otherwise approved by the Owner, have the testing laboratory secure and handle all samples and specimens for testing.

3.2 COOPERATION WITH TESTING LABORATORY

- A. Provide access to the Work at all times and at all locations where the Work is in progress.
Provide facilities for such access to enable the laboratory to perform its functions properly.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide temporary facilities and controls needed for the Work including, but not necessarily limited to:
 - 1. Temporary utilities such as heat, water, electricity and telephone;
 - 2. Field office for the Design/Builder's personnel;
 - 3. Sanitary facilities;
 - 4. Temporary barriers of the construction site;
 - 5. Project sign.
- B. Related Work:
 - 1. Except that equipment furnished by Subcontractors shall comply with requirements of pertinent safety regulations, such equipment normally furnished by the individual trades in execution of their own portions of the Work is not part of this Section.

1.2 PRODUCT HANDLING

- A. Maintain temporary facilities and controls in proper and safe conditions throughout progress of the Work.

PART 2 - PRODUCTS

2.1 UTILITIES

- A. General: The Design/Builder shall provide water and electrical power utility service required by the Work.
- B. Water:
 - 1. Provide necessary temporary piping and water supply and, upon completion of the Work, remove such temporary facilities.
- C. Electricity:
 - 1. Provide necessary temporary wiring and, upon completion of the Work, remove such temporary facility.
 - 2. Provide area distribution boxes so located that the individual trades may furnish and use 100 ft. maximum length extension cords to obtain power and lighting at points where needed for Work, inspection and safety.
- D. Telephone:
 - 1. Make necessary arrangements and pay costs for installation and operation of telephone service to the Design/Builder's office at the site.
 - 2. Make the telephone available to the Owner for use in connection with the Work.

2.2 FIELD OFFICES AND SHEDS

A. Design/Builder's facilities:

1. Provide a field office building and sheds adequate in size and accommodation for Design/Builder's offices, supply and storage.
2. Within the Design/Builder's facilities, provide enclosed space adequate for holding project meetings. Furnish with table, chairs and utilities.

B. Sanitary facilities:

1. Provide temporary sanitary facilities in the quality required for use by all personnel.
2. Maintain in a sanitary condition at all times.

2.3 ENCLOSURES

- ### **A.**
- Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.

2.4 TEMPORARY BARRIERS

- ### **A.**
- Provide and maintain for the duration of construction a temporary barrier as required, of design and type needed to prevent entry onto the Work by the public. Install and maintain thereon "Hazardous Area" signs sufficient to warn the public.

2.5 PROJECT SIGNS

- ### **A.**
- Prior to start of construction, submit proposed Project sign layout to the Owner for approval.
1. Mount at job site where directed by Owner.
- ### **B.**
- Except as otherwise specifically approved by the Owner, do not permit other signs or advertising on the job site.

2.6 TRANSPORTATION FACILITIES

A. Truck and equipment access:

1. To avoid traffic conflict with vehicles of the Owner's employees, and to avoid overloading of streets and driveways elsewhere on the Owner's property, limit the access of trucks and equipment to the ACCESS ROUTE as directed by the Owner.
2. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.

- B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Owner.

PART 3 - EXECUTION

3.1 SECURITY

- A. Restrict the access of all persons entering upon the Owner's property in connection with the Work to the Access Route and to the actual site of the Work. The Design/Builder is responsible for providing adequate security to the building and its contents during the construction period. When school is in session and the Design/Builder is on the premises, the Owner and Design/Builder will be jointly responsible for security of the building. When the Design/Builder is on the premises after school hours and no owner's representative is on the premises, the Design/Builder will be fully responsible for security. Notwithstanding any provision in this paragraph that may be construed to the contrary, Design/Builder shall be fully responsible for any building, or part thereof, that is part of the Work and is not then occupied by Owner.

END OF SECTION

SECTION 01532

TREE PROTECTION

1.1 WORK INCLUDED

- A. Protection of trees indicated to remain is essential to the Project. Protection of existing trees and plants from damage, including tree root systems, as a result of the Design/Builder's operations shall include, but not be limited to:
 - 1. Protection of existing natural woodlands, including understory, if applicable.
 - 2. Marking of clearing limits, if applicable.
 - 3. Tree protection fencing, if applicable.
 - 4. Tree preservation area signage, if applicable.

1.2 RELATED REQUIREMENTS

- A. Contract Documents shall include all necessary plans and information to show Design/Builder all areas which constitute the Tree Preservation area. It is the Design/Builder's responsibility to ensure that these documents have been approved by all necessary approving officials.

END OF SECTION

**SECTION 01640
PRODUCT HANDLING**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Protect products scheduled for use in the Work by means including, without limitation, those described in this Section.
- B. Related Work:
 - 1. Additional procedures also may be prescribed in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Include within the Design/Builder's quality assurance program such procedures as are required to assure full protection of Work and materials.

1.3 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the Owner, determine and comply with manufacturers' recommendations in product handling, storage and protection.

1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner. The Owner may reject as non-complying such material and products that do not bear identification satisfactory to the Owner as to manufacturer, grade, quality and other pertinent information.

1.5 PROTECTION

- A. Protect finished surfaces, including jamb and soffits of openings used as passageways, through which equipment and materials are handled.
- B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.
- C. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.

1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of the Owner and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs shall not justify an extension to the Contract Time.

END OF SECTION

**SECTION 01700
PROJECT CLOSEOUT**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide an orderly and efficient transfer of the completed Work to the Owner.

1.2 QUALITY ASSURANCE

- A. Prior to requesting inspection by the Owner's Representative, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.3 PROCEDURES

- A. Substantial Completion:
1. Prepare and submit the list required by Article 12 Paragraph B of the Agreement.
 2. Within a reasonable time after receipt of the list, the Owner's Representative will inspect to determine status of completion.
 3. Should the Owner determine that the Work is not substantially complete:
 - a. The Owner's Representative promptly will so notify the Design/Builder, in writing, giving the reason therefor.
 - b. Design/Builder shall remedy the deficiencies and notify the Owners Representative when ready for reinspection.
 - c. The Owner's Representative will reinspect the Work.
 4. Reimbursement of Owner's additional costs:
 - a. In the event reinspection(s) are required by the Owner's Representative due to the failure of the Design/Builder to have achieved Substantial Completion as represented by the Design/Builder, the Owner's Representative will record all time used by Owner and Owner's Representative and any consultants in making required reinspection's.
 - b. The Design/Builder shall promptly reimburse the Owner at the rate of two and one half times the direct cost for all time spent making the required reinspection(s).
 5. When the Owner concurs that the Work is substantially complete:
 - a. The Design/Builder will prepare a certificate of Substantial Completion in form and content satisfactory to the Owner, accompanied by the Design/Builder's list of items to be completed or corrected, subject to the Owner's approval of such list, which approval shall be subject to Article 13 Paragraph G of the Agreement.
 - b. The Design/Builder will submit the certificate of Substantial Completion to the Owner for the Owner's written acceptance of the responsibilities assigned to the Owner in the certificate. In addition to, and not in limitation of, the Design/Builder's other obligations under the Contract Documents, the Design/Builder's submission of the certificate of Substantial Completion to the Owner shall constitute the Design/Builder's specific acceptance of the responsibilities assigned to the Design/Builder in the certificate.

B. Final Completion:

1. Prepare and submit the notice required by Article 12 Paragraph E of the Agreement.
2. Verify that the Work is complete including, but not necessarily limited to, all items mentioned in the Contract.
3. Certify that:
 - a. Contract Documents have been reviewed;
 - b. Work has been inspected for compliance with the Contract Documents;
 - c. Work has been completed in accordance with the Contract Documents;
 - d. Equipment and systems have been tested, as required, and are operational;
 - e. Work is completed and ready for final inspection.
4. The Owner's Representative will make an inspection to verify status of completion.
5. Should the Owner determine that the Work is incomplete or defective:
 - a. The Owner's Representative promptly will so notify the Design/Builder, in writing, listing the incomplete or defective Work.
 - b. Design/Builder shall complete the Work, remedy the deficiencies promptly, and notify the Owner when ready for reinspection.
6. Reimbursement of Owner's additional costs:
 - a. In the event reinspection are required by the Owner's Representative due to the failure of the Design/Builder to achieve final completion as represented, the Owner's Representative will record all time used by the Owner and by the Owner's Representative and any consultants in making required reinspection's.
 - b. The Design/Builder shall promptly reimburse the Owner at the rate of two and one half times the direct cost for all time spent making the required reinspection's.
7. When the Owner determines that the Work is acceptable under the Contract Documents, it will request the Design/Builder to furnish closeout submittals.

C. Closeout submittals include, without limitation:

1. Project Record Documents described in Section 01720;
2. Operation and maintenance data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Owner;
3. Warranties and bonds;
4. Keys and keying schedule;
5. Spare parts and materials extra stock;
6. Evidence of compliance with requirements of governmental agencies having jurisdiction including, without limitation, the issuance of a Certificate of Occupancy by the DeKalb County Department of Public Works.

7. Certificates of Insurance for products and completed operations;
 8. Evidence of payment and release of claims;
 9. List of Subcontractors, service organizations, and principal vendors, including names, addresses and telephone numbers where they can be reached for emergency service at all times including nights, weekends and holidays.
- D. Final adjustment of accounts:
1. Submit a final statement of accounting to the Owner's Representative, showing all adjustments to the Contract Price.
 2. If so required, the Owner's Representative will prepare a final Change Order showing adjustment to the Contract Price which was not made previously by Change Orders.

1.4 INSTRUCTION

- A. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment and similar items which were provided as part of the Work.

END OF SECTION

SECTION 01710

CLEANING-UP

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Throughout the construction period, maintain buildings and site in a standard of cleanliness as described in this Section.
- B. Related work:
 - 1. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Conduct daily inspections, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

- A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General:
 - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
 - 2. Do not allow accumulation of scrap, debris, waste material and other items not required for construction of the Work.
 - 3. At least twice each month, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
 - 4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection of the ecology.

B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy or otherwise service arrangements to meet the requirements of subparagraph 3.1-A-1 above.
3. Maintain the site in a neat and orderly condition at all times.
4. The Design/Builder shall repair and clean roadway, sidewalk and property surfaces located outside construction limits (and inside construction limits if applicable) free of dirt and mud where caused by conveyance of construction or demolition materials, equipment and personnel to and from the construction site. Design/Builder shall provide the Owner for its review a written schedule, by which the Design/Builder shall perform corrective and clean-up work. Work shall be done at no additional expense to the Owner and in accordance with applicable laws, including without limitation, obtaining permits as necessary.
5. Burning of trash, refuse or debris or other material on the site is not permitted.

C. Structures:

1. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, sweep spaces clean.
 - a. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and hand-held broom.
3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.
4. Following the installation of finish floor materials, clean the finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials are installed.
 - a. "Clean", for the purposes of this subparagraph, shall be interpreted as meaning free from foreign material which, in the opinion of the Owner, may be injurious to the finish floor material.

3.2 FINAL CLEANING

- A. "Clean", for the purpose of this Part 3.2, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
- B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in Part 3.1 above.
- C. Site:

1. Unless otherwise specifically directed by the Owner, broom clean paved areas on the site and public paved areas adjacent to the site.
 2. Completely remove resultant debris.
- D. Structures:
1. Exterior:
 - a. Visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges and other foreign matter.
 - b. Remove all traces of splashed materials from accent surfaces.
 - c. If necessary to achieve a uniform degree of cleanliness, hose down the exterior of the structures.
 - d. In the event of stubborn stains not removable with water, the Owner may require light sandblasting or other cleaning at no additional cost to the Owner.
 2. Interior:
 - a. Visually inspect interior surfaces and remove all traces of soil, waste materials, smudges and other foreign matter.
 - b. Remove all traces of splashed material from adjacent surfaces.
 - c. Remove paint droppings, spots, stains and dirt from finished surfaces.
 3. Glass: Clean inside and outside.
 4. Polished surfaces: To surfaces requiring routine or buffed polish, apply the polish recommended by the manufacturer of the material being polished.
- E. Schedule final cleaning as approved by the Owner to enable the Owner to accept a completely clean Work.

3.3 CLEANING DURING OWNER'S OCCUPANCY

- A. Should the Owner occupy the Work or any portion thereof prior to its completion by the Design/Builder and acceptance by the Owner, responsibilities for interim and final cleaning shall be as determined by the Owner in accordance with the Contract.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

1. Throughout progress of Work, maintain Record Documents constituting an accurate record of changes in the Contract Documents, as described in Part 3.1 below.
2. Upon completion of the Work, transfer the recorded changes to a set of final Record Documents, as described in Part 3.2 below.

B. Related work:

1. Other requirements affecting Project records may appear in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

A. Delegate the responsibility of maintenance of Record Documents to one person on the Design/Builder's staff as approved by the Owner.

B. Accuracy of Records:

1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of drawings and other documents where such entry is required to show the change properly.
2. Accuracy of records shall be such that future searches for items shown in the Contract Documents may rely on information obtained from the approved Project Record Documents.

C. Make entries within 24 hours after changes have occurred.

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 01340.

B. The Owner's approval of the current status of Project Record Documents may, at the sole option of the Owner, be a prerequisite to the Owner's approval of requests for progress payment and request for final payment under the Contract.

C. Prior to submitting each request for progress payment, secure the Owner's approval, subject to Article 13 Paragraph G of the Agreement, of the current status of the Project Record Documents.

D. Prior to submitting request for final payment, submit the final Project Record Documents to the Owner's Representative and secure its approval, subject to Article 13 Paragraph G of the Agreement.

1.4 PRODUCT HANDLING

- A. Maintain the job site and Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of all recorded data to the final Project Record Documents.
- B. In the event of loss of recorded data, use means necessary to again secure the data to the Owner's Representative's approval, which approval shall be subject to Article 13 Paragraph G of the Agreement.
 - 1. Such means shall include, if necessary in the opinion of the Owner, removal and replacement of concealing materials.
 - 2. In such case, provide replacements to the standards originally required by the Contract Documents.

PART 2 - PRODUCTS

2.1 RECORD DOCUMENTS

- A. Job Set: Promptly following receipt of the Owner's notice to commence the Work, provide and set aside, at no additional cost to the Owner, one complete set of all documents comprising the Contract.
- B. Final Record Documents: At a time nearing the completion of the Work, provide one complete set of sepia transparencies of all drawings in the Contract and electronic media in AutoCAD format, release 2000.

PART 3 - EXECUTION

3.1 MAINTENANCE OF JOB SET

- A. Immediately upon receipt of the Job Set described in Paragraph 2.1-A above, identify each of the documents with the title, "RECORD DOCUMENTS - JOB SET".
- B. Preservation:
 - 1. Considering the Contract completion time, the probable number of occasions upon which the Job Set must be taken out for new entries and for examination, and conditions under which these activities will be performed, devise a suitable method for protecting the Job Set to the Owner.
 - 2. Do not use the Job Set for any purpose except entry of new data and for review by the Owner, until start of transfer of data to final Project Record Documents.
 - 3. Maintain the Job Set at the site of Work as the site is designated by the Owner.
- C. Making entries on drawings:
 - 1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the changes by graphic line and note as required.
 - 2. Date all entries.
 - 3. Call attention to the entry by a "cloud" drawn around the area or areas affected.
 - 4. In the event of overlapping changes, use different colors for the overlapping changes.

- D. Make entries in the pertinent other documents as approved, subject to Article 13 Paragraph G of the Agreement, by the Owner's Representative.
- E. Conversion of schematic layouts:
 - 1. In some cases on the drawings, arrangements of conduits, circuits, piping, ducts and similar items are shown schematically and are not intended to portray physical layout.
 - a. Final physical arrangement is determined by the Design/Builder, subject to the Owner's Representative's approval subject to Article 13 Paragraph G of the Agreement.
 - b. However, design of future modifications of the facilities may require accurate information as to the final physical layout of items which are shown only schematically on the drawings.
 - 2. Show on the Job Set of Record Drawings, by dimension accurate to within one (1) inch, the centerline of each run of items such as is described in subparagraph 3.1-E-1 above.
 - a. Clearly identify the item by accurate note such as "cast iron drain", "galv. water" and the like.
 - b. Show, by symbol or note, the vertical location of the item ("under slab", "in ceiling plenum", "exposed" and the like.)
 - c. Make all identification sufficiently descriptive that it may be related reliably to the Specifications.

3.2 FINAL PROJECT RECORD DOCUMENTS

- A. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the Work, both concealed and visible, and to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation and examination.
- B. Approval of recorded data prior to transfer:
 - 1. Following provision of the transparencies described in Paragraph 2.1-B above, and prior to start of transfer of recorded data thereto, secure the Owner's Representative's approval, subject to Article 13 Paragraph G of the Agreement, of all recorded data.
 - 2. Make required revisions.
- C. Transfer of data to drawing:
 - 1. Carefully transfer change data shown on the Job Set of record drawings to the corresponding transparencies, coordinating the changes as required.
 - 2. Clearly indicate at each affected detail and other drawings a full description of changes made during construction and the actual location of items described in subparagraph 3.1-E-1 above.
 - 3. Make all required revisions to final Project Record Documents and call attention to each entry by drawing a "cloud" around the area or areas affected.

END OF SECTION

**SECTION 01730
OPERATIONS AND MAINTENANCE DATA**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding the products incorporated into the Work, furnish and deliver the data described in this Section and in pertinent other Sections of these Specifications.
- B. Related work:
 - 1. Required Contents of submittals also may be amplified in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. In preparing data required by this Section, use only personnel who are thoroughly trained and experienced in operation and maintenance of the described items, completely familiar with the requirements of this Section, and skilled in technical writing to the extent needed for communicating the essential data.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Submit preliminary drafts of the proposed Manuals to the Owner's Representative for review and comments, subject to Article 13 Paragraph G of the Agreement.
- C. Unless otherwise directed in other Sections, or in writing by the Owner, submit three (3) copies of the final Manual to the Owner prior to indoctrination of operation and maintenance personnel.

PART 2 - PRODUCTS

2.1 INSTRUCTION MANUALS

- A. Where Instruction Manuals are required to be submitted under other Sections of these Specifications, prepare in accordance with the provisions of this Section.
- B. Format:
 - 1. Size: 8-1/2 x 11".
 - 2. Paper: White bond, at least 20 lbs. weight.
 - 3. Text: Neatly typewritten or printed.
 - 4. Drawings: 11" in height preferable; bind in with text; foldout acceptable; larger drawings acceptable, but fold to fit within the Manual and provide a drawing pocket inside rear cover or bind in with text.

5. Flysheets: Separate each portion of the Manual with neatly prepared flysheets briefly describing contents of the ensuing portion; flysheets may be in color.
 6. Binding: Use heavy-duty plastic or fiberboard covers with binding mechanism concealed inside the Manual; 3-ring binders will be acceptable; all binding is subject to the Owner's approval.
 7. Measurements: Provide all measurements in U.S. standard units such as feet and inches, lbs. and cfm.
- C. Provide front and back covers for each Manual using durable material approved by the Owner and clearly identifiable on or through the cover with at least the following information:

OPERATING AND MAINTENANCE INSTRUCTIONS

Name and Address of Work

Name of Design/Builder

General Subject of this Manual

Space for Approval Signature of the Design/Builder and Approval Date

- D. Contents: Include at least the following:
1. Neatly typewritten index near the front of the Manual, giving immediate information as to location within the Manual of all emergency information regarding the installation.
 2. Complete instructions regarding operation and maintenance of all equipment involved including lubrication, disassembly and reassembly.
 3. Complete nomenclature of all parts of all equipment.
 4. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor and all other data pertinent to procurement procedures.
 5. Copy of all guarantees and warranties issued.
 6. Manufacturers' bulletins, cuts and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
 7. Such other data as required in pertinent Sections of these Specifications.

PART 3 - EXECUTION

3.1 INSTRUCTION MANUALS

- A. Preliminary:
1. Prepare a preliminary draft of each proposed Manual.
 2. Show general arrangement, nature of contents in each portion, probable number of drawings and their size and proposed method of binding and covering.

3. Secure the Owner's Representative's approval, subject to Article 13 Paragraph G of the Agreement, prior to proceeding.
- B. Final: Complete the Manuals in strict accordance with the approved preliminary drafts and the Owner's Representative's review comments.
- C. Revisions:
 1. Following the indoctrination and instruction of operation and maintenance personnel, review all proposed revisions of the Manual with the Owner's Representative, effect all approved revisions and submit to Owner.

END OF SECTION

SECTION 01740

PROJECT MAINTENANCE

PART 1 - GENERAL

1.1 PROJECT MAINTENANCE

- A. Maintain and keep in good repair the improvements covered by the drawings and these Specifications during the life of the Contract.
- B. In the event of multiple failures of major consequences prior to the expiration of one year following final completion of the Project, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new 12-month specific guaranty against defective or deficient design, workmanship and materials of such items shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failures shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major consequences may include, but are not limited to, cracked or broken piping or vessels, excessive wear or excessive leakage. Should multiple failures occur, all products of the same size and type shall be disassembled, inspected, modified or replaced, as necessary and re-guaranteed for one (1) year commencing on the day that the item is reassembled and placed back into operation. Nothing contained in this paragraph shall be construed to delete, diminish or lessen the separate duties of the Design/Builder set forth elsewhere in the Contract, it being understood that the provisions of this paragraph are in addition thereto.
- C. The Design/Builder shall, at its own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals or shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by it. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- D. Except as noted on the drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Project. Any and all damage to any facility not designated for removal, resulting from the Design/Builder's operations, shall be promptly repaired by the Design/Builder at no cost to the Owner.
- E. The Design/Builder shall be responsible for all road and entrance reconstruction and repairs and maintenance of same, all in accordance with all applicable laws including without limitation obtaining permits if applicable, for a period of one (1) year from the date of final acceptance. In the event the repairs and maintenance are not made immediately and it becomes necessary for the Owner of the road to make such repairs, the Design/Builder shall reimburse the Owner of the road for the cost of such repairs.
- F. Notice to Design/Builder for repairs and reconstruction will be made in the form of a letter addressed to the Design/Builder at its home office sent, return receipt requested, via registered or certified mail.

- G. Nothing contained in this Section shall be deemed to negate, limit or modify other obligations and warranties, both general and specific, contained elsewhere in the Contract Documents, it being the intent of the parties that the provisions contained in this Section shall afford protection to the Owner in addition to that provided elsewhere in this Contract.

END OF SECTION



Design Guidelines for Facility Construction

VERSION 2018.04.04

**Department of Design and Construction
Operations Division**

Sam Moss Service Center
1780 Montreal Road
Tucker, GA 30084



These Design Guideline requirements reflect DeKalb County School District's (DCSD) experience in building and operating schools. They are provided to assist Design Professionals in preparing contract documents for new schools, additions, and renovation projects. The aim is to balance the need for instructional functionality with aesthetics, accessibility, operability, sustainability, and security so that all students, staff, and community members feel welcome and safe.

The Design Guideline requirements are organized in sixteen (16) divisions similar to the Master Format industry standard specification divisions. Technical specifications for each DCSD project shall be prepared by and be the legal responsibility of the Design Professional of Record. This document serves as a guideline to the project designer of minimum performance standards and expectations the District has for school construction. They are not intended to be complete technical specifications. The Design Professional shall be responsible for incorporating these requirements into the appropriate contract documents. Any deviation from these guidelines must be approved in writing by DCSD staff.

All requirements noted shall be assumed to apply to every school type, unless specifically noted. DCSD or its designee shall be solely responsible for establishing and maintaining the DeKalb County School District Design Guidelines.

Design Professionals shall coordinate use of these Design Guideline requirements with related documents and regulations, including, but not limited to:

- Georgia Department of Education (GaDOE) Architectural Review Documents: GaDOE requires that Construction Documents for DCSD projects comply with GaDOE standards and be submitted for formal review. These standards and review requirements are posted on the GADOE Facilities Services Resources website: <http://www.GaDOE.org/Finance-and-Business-Operations/Facilities-Services/Pages/Facilities-Services-Resources.aspx>. Drawing submittals require coordination with the current GADOE "Curriculum and Space Needs" form for each project. These forms will be provided by GADOE through the DCSD Program Manager.
- Georgia Department of Education (GDOE) Grants Administration Documents: At projects where GADOE will provide funding, additional documentation is required. These documents are also posted on the GADOE Facilities Services Resources website.

The following DeKalb County School District (DCSD) guiding documents are posted on the DCSD website (www.dekalbschoolsga.org):

- Local Five-Year Facilities Plan
- DeKalb County School District (DCSD) Educational Specifications: Educational Specifications provide descriptions of typical programmed spaces for each of the three main types of schools: Elementary, Middle and High. These Design Guidelines describes construction requirements applicable to all types of schools.

DIVISION 1 – GENERAL

01.01 Facility Planning

1. **Grades to be Housed:** Typical new schools in the DeKalb County School District shall be designed to house the following grade levels:
 - a. Elementary: Kindergarten (K), First (1st), Second (2nd), Third (3rd), Fourth (4th) and Fifth (5th) grades.
 - b. Middle: Sixth (6th), Seventh (7th) and Eighth (8th) Grades.
 - c. High: Ninth (9th), Tenth (10th), Eleventh (11th) and Twelfth (12th) Grades.
2. **Building Capacity:** The District's Planning Department will determine the Full Time Equivalent (FTE) Capacity for new schools in the DeKalb County School District.
3. **Building Core:** The "core" consists of ancillary spaces that support the classroom instructional spaces. These include the Cafeteria, Kitchen and Media Center. The GADOE has issued rules setting forth minimum floor areas for such spaces, based upon FTE. Thus, provision for expansion must begin with planning for a "core" large enough to support the largest practical FTE contemplated for a given site. Typical new schools in the DeKalb County School District shall be designed with the following core capacity:
 - a. Elementary Future FTE: plan for minimum 40% increase
 - b. Middle Future FTE: plan for minimum 30% increase
 - c. High Future FTE: plan for minimum 25% increase
4. **Future Expansion:** Any new design for DCSD facilities should be configured with future growth in mind, to allow for expansion with a minimum amount of alteration of the original structure or site. For new buildings or major additions, indicate area for future expansion on the architectural site plan.

01.02 Room Numbers

DeKalb County School District requires incorporation of a single room numbering system for all drawings, schedules and signage installed on the building, including: All architectural submittal drawings

1. GADOE Inventory Drawings
2. Door and Finish Schedules
3. HVAC Equipment, Automated Temperature Controls and Energy Systems
4. Signage on the building

To achieve this, the Architect shall develop a logical building and room numbering system at the Schematic Planning stage. The sequence of room numbers shall be assigned based on ease of locating rooms in the completed building. In order to direct students, staff and visitors, the sequence shall start at the Main Entrance and progress in a logical sequence throughout the building. Random numbering of rooms is not acceptable.

Room numbers shall be all numeric as required for GADOE Inventory. Major room numbers at multi-story buildings shall be 4 digits starting with the floor level, and progress around the building in sequence (Room number 1211 indicates 1st floor, 2nd wing or Corridor, 11th room). Small spaces within major rooms or suites shall be identified with the major room number plus numeric suffix (# 1211.1).

Where possible use whole thousands for wings or corridors (1200) and use postal odd-even progressive numbers down corridors (odd on right (1211), even on left (1212). All spaces must be numbered including corridors, stairs, elevators, and service rooms. Stairs, elevator and service rooms may be numbered as a suffix of the corridor leading to them. One story buildings shall be similar, but may use 3 digits when identification of the story is not needed. Room numbers at additions shall extend existing Inventory Drawing numbers without repeats.

Architect shall present building and room numbering system to DCSD for review and approval before incorporating them into the construction documents. After room numbers are approved they shall not be casually altered without specific approval of DCSD Facilities Services Department. See Division 10 - Room Signage.

01.03 GADOE Inventory Drawings

For all new buildings and additions, the Architect shall prepare Inventory Drawings. These documents are required by the GADOE for the Local Facility Plan, and are used by DCSD for convenient reference. Inventory Drawing standards include:

Deliver the Inventory Drawings to DCSD, formatted and saved in AutoCAD 2010.

The following layer list should be used:

S.. Name	O..	Fre...	L...	Color	Linetype	Lineweight	Plot S...	P...	N..	Description
0				white	CONTIN...	Default	Color_7			
BUILDING SECTIONS				yellow	PHANT...	Default	Color_2			
DOE RM#				red	CONTIN...	Default	Color_1			
DOORS				green	CONTIN...	Default	Color_3			
EXTERIOR WALLS				blue	CONTIN...	0.90 mm	Color_5			
INTERIOR WALLS				magenta	CONTIN...	Default	Color_6			
NO PLOT				white	CONTIN...	Default	Color_7			
POSTED RM# _SPACE NAME				blue	CONTIN...	Default	Color_5			
SQ FT				green	CONTIN...	Default	Color_3			
TITLEBLOCK				blue	CONTIN...	Default	Color_5			
WINDOWS				cyan	CONTIN...	Default	Color_4			

1. Building walls shall be drawn in a simplified 2-D drawing format using Auto CAD and show only the net exposed surface of walls. (i.e., no hatching or interior chases)
2. Show windows as a single Cyan Line without spandrels or sills.
3. Show doors and swing as single lines similar to walls without thresholds or heads.
4. Eliminate unnecessary detail features which may interfere with the readability of text at the prescribed sheet size.
5. Identify all spaces, including corridors, stairs, elevators, and service rooms, with room name, room number and net area.
6. Standard sheet size = 11" x 17" without border
7. Do not use more than one sheet per floor level.

8. All text must be readable without magnification when printed on 11" x 17 sheet. Use following Fonts and colors to better distinguish room identification:

Font styles:

Georgia

Stylus BT

ROOM TAG LEGEND

POSTED ROOM NUMBER

ROOM/SPACE NAME

DOE SPACE NUMBER

DOE SPACE TYPE

SQUARE FOOTAGE

9. Net Room Areas shall be calculated based on the inside face of walls.
10. Gross building areas shall be calculated to the exterior surface of exterior walls. Do not include overhangs.
11. Provide separate area calculations for mechanical mezzanines and canopies.
12. Text shall be individually positioned for each space for best readability.
13. Additions shall be identified with a yellow phantom line border and a title box showing GADOE Building Number, Year when first occupied, and Gross Area.
14. Refer to typical existing Inventory Drawings for required Schedules, Tables and overall Format.

01.04 Fire Evacuation Plans

For all new buildings and additions, the Design Professional shall prepare evacuation plans in accordance with DeKalb County Fire Marshal regulations. Upon construction completion, these plans will be mounted on interior walls throughout the facility to direct building occupants to exits.

1. For phased projects, intermediate evacuation plans are required for each phase.
2. Plans shall show simplified floor plan in black, with exit routes in red, on white background.
3. Deliver the Fire Evacuation Plans to DCSD in .pdf format at 11" X 17".
4. To properly mount the plans, the Design professional shall specify a protective acrylic frame, and locate mounting locations for contractor to install.

01.05 Proprietary Specifications

1. Technical Specifications shall generally be performance-based and include a minimum of 3 acceptable manufacturers actively bidding in Georgia. These shall be reviewed by DCSD or its designee in order to confirm acceptability.
2. It is the desire of DeKalb County School District to utilize proprietary specifications for items for which there are less than three acceptable manufacturers or for items for which new purchases must be of the same manufacturer as existing to achieve system wide compatibility and economical use of funds in the maintenance of the systems. The current list of approved items is in the appendix to this document.
3. The DCSD designee will furnish a letter of justification for each project, which must be submitted with final documents to the Georgia Department of Education. The Design Professional shall verify that the latest and most current document is used in Contract Documents.

01.06 Applicable Codes and Building Standards

The Design Professional is responsible for ensuring that all designs for DCSD projects comply with all applicable building codes. We depend on the expertise of our design professionals to support and protect our community.

ADA and DCSD

1. All new school construction for DCSD must be designed and constructed in full compliance with all requirements of the current edition Americans with Disabilities Act (ADA) and the Georgia Accessibility Code. For major additions and renovations, areas of non-compliance throughout the entire existing building should be assessed by the design professional, even if outside the scope of work. A brief synopsis of this information, along with proposed future solutions, should be included in the designer's preliminary report.
2. For remodeling, enlarging a toilet stall for ADA-compliance will often result in fewer fixtures available at the school, which has adverse effects. Any proposed reduction to the overall number of water closets, urinals, or lavatories must be approved early in the project in writing by the DCSD Design Manager.
3. Frequently overlooked items related to ADA compliance include:
 - At least one bench in each locker room shall provide back support
 - All electric water coolers (not just those in corridors) or other items that project from the wall must be recessed or otherwise protected for compliance.
 - Provide contrast nosings at all stair treads.
 - The number of accessible parking spaces to be provided is determined by the aggregate total of all spaces provided on the school site.
 - Renovations to an existing restroom shall include proper location of all toilet accessories.
 - Provide stable, accessible route (concrete walkway preferred) to all play areas and play equipment.

01.07 Acoustic Standards

The Design Professional shall be responsible for incorporating appropriate acoustic design measures into the Construction Documents. Follow GADOE guidelines and current industry standards such as ASHRAE and ANSI Standard S12.60 guidelines regarding acoustic design of classrooms. Building areas requiring special acoustic attention include but are not limited to stage area, auditorium, gymnasium, cafeteria and music areas.

Design considerations include:

- Sound quality: controlling excessive reverberation, eliminating or minimizing echoes, and shaping rooms to create uniform sound field in audience areas.

- Minimizing impact of equipment noise and vibration when locating mechanical equipment: Maximum noise emissions of equipment shall be specified. To avoid vibration transfer, provide adequate isolation of all equipment with moving parts from the building structure.
- Addressing noise intrusion from plumbing and impact noise from lockers, basketball backboards, etc. into acoustically sensitive rooms.
- Speech privacy shall be provided at offices, conference rooms and speech therapy rooms.
- Provide sound attenuation in corridors (“Commons”) in student queuing areas leading to Cafeteria and Gymnasium entrances.

01.07 Close-out Process

Close-out procedures shall be incorporated into the project from the start of design. The Design Professional shall coordinate with the Capital Improvements Program team to establish expectations regarding documentation.

1. Provide Operation and Maintenance Manual Notebooks for all systems and equipment no later than (30) days prior to Project Substantial Completion Date.
2. Provide keys, valve schedules, attic stock materials, instruction confirmations and as-built drawings no later than the Project Substantial Completion Date. Deliver keys directly to Owner.
3. Provide all required warranties, inspection reports, governing certificates and other remaining required items within thirty (30) days following the project Substantial Completion Date. Provide all warranties in a separate 3-ring binder with warranties organized by CSI designation.
4. Provide itemized list of Kitchen equipment with brand, model and serial number for each piece along with cost.
5. Technical Specifications shall address requirements for training sessions for owner orientation and instruction for all building equipment and systems. Minimally, these shall include:
 - a. Providing a training schedule spreadsheet for distribution to Owner at least one week before training.
 - b. Providing a video record of all trainings for future reference.

01.08 DCSD: An Environmentally Conscious School System

DeKalb County School Board Policy EBL adopted in 2008, defines the District’s goal to “establish and maintain an environmentally conscious school system.” This policy is available for viewing on our website, www.dekalbschoolsga.org. It is the District’s policy to promote healthy and sustainable educational environments through the design, construction, operations, and maintenance of its facilities. Architects, engineers, and contractors should review, discuss, and work with the District to establish the goals in this respect for each project at the beginning of the design and construction phase.

DeKalb County School District recognizes the environmental impact of its buildings and the importance of green design and green building practices. Architects and engineers are encouraged to incorporate energy performance in the design process and design energy efficient buildings to achieve high performance buildings that will lower the schools overall operating and maintenance costs.

02.01 Site Design: Circulation

1. For new facilities and major renovations, the Design Professional shall develop a master plan which provides for the programmed needs defined by DeKalb County School District including considerations for future expansion to the core capacity. In addition, classroom areas should be configured so as to allow for expansion with a minimum amount of alteration of the original structure or site.
2. For additions to existing facilities, the Design Professional shall provide DCSD with an overall as-built site plan showing entire extent of site, including all existing and new structures, paving, and site improvements.
3. Every school site shall be designed with a minimum of two (2) vehicular entrances in and out, preferably from two separate streets.
4. Site traffic circulation shall be designed with separate car and bus traffic routes that should not conflict. Layout shall not require driving service vehicles through parking lots to access the service areas; provide direct access to service area from bus loop or other main site circulation driveway.
5. Provide walkway access from adjacent streets, parking, bus loading and sports facilities. Walkways at high traffic areas shall be sized and located to avoid trampling of adjacent lawns and landscaping especially at building entrances and at heavily traveled routes to play areas.
6. Provide gates or bollards to restrict vehicular access onto entrance and other major walkways. Review specific requirements for traffic gates with DCSD. Consider gates at drives leading to athletic areas, bus parking, marching band practice areas and entrances.
7. Future Portable Classrooms:
 - a. For new buildings, site design shall include pre-planned level areas for the future location of portable classroom units, in the following minimum quantities:

i. Elementary:	12 classrooms
ii. Middle:	12 classrooms
iii. High:	24 classrooms
 - b. Design of the site shall identify area(s) for placement of portable classroom units without impacting parking, play fields and other required amenities. Portable areas shall be adjacent to classroom wings if site constraints and conditions permit. Coordinate portable location with future building expansion areas to avoid relocation of portables when the building is expanded. Building service utilities (electricity, gas, water) shall not be located under the footprint of future portable locations. Avoid locating site drainage lines and inlet structures under and within portable building sites. A fire hydrant must be located within 400' of all portable classroom building sites.
 - c. Portables should be located as close to the school building as permitted by code. Architect shall verify separation requirements with the permitting authority and with DCSD Facility Services Department during the preliminary design phase of each school. Portables are typically located a minimum of 17' apart, face to face, to accommodate required stairs, ramps and sidewalks.
 - d. DCSD uses several different sizes/configurations of portable classrooms. All portable classrooms must be accessible, per ADA requirements. Portables are built to a Type V-B construction classification and are designed and approved for educational occupancy.
 - e. Soil bearing capacity in the portable area shall be 3,000 psf minimum.

- f. The building electrical service shall be sized to accommodate the additional portable loads. A “spare” breaker shall be installed to power a future distribution panel near the portable site(s) to provide electrical service to the portables. Conduits of sufficient size, as required to serve the remote future portable classroom distribution panel, shall be installed from the main electrical distribution panel and capped until needed. Intercom, security and other systems shall be expandable for the number of additional portable classrooms noted above.
- 8. Auto Parking and Student Drop-off / Pick-up
 - a. The total number of automobile parking spaces provided shall be the number required by local zoning code, or the following, whichever is greater:
 - i. Elementary = 2 parking spaces per Instructional Unit
 - ii. Middle = 3 parking spaces per Instructional Unit
 - iii. High = 6.6 parking spaces per Instructional Unit. Where space permits, provide an area without intermediate curbs within the paved parking area for marching band practice, approximately the size of a football field.
 - b. Appropriate number of accessible parking spaces will be provided, in accordance with ADA requirements and the Georgia Accessibility Code. Consider placement of a portion of the required number of accessible (HC) parking spaces directly adjacent to main entrance building, so that users do not have to traverse traffic lanes to enter building.
 - c. Clearly define crosswalks (painted and/or raised) from parking areas to all building entrances.
 - d. Provide a designated separate automobile drive and drop-off / pick-up area with appropriate stacking space for waiting cars. Consider using speed humps at automobile drives to reduce speeding. Review location of proposed speed humps which may impact bus traffic with DCSD Director of Transportation.
- 9. School Bus Parking, Drives and Loading / Unloading Areas
 - a. For all new schools, provide covered main bus loading area and covered handicapped-accessible special education bus loading adjacent to appropriate building entrance. Consider locating special education bus loading area as close to special education classrooms as practicable. Access to and from the Special Education bus area shall be approximately level without extensive ramps or lifts.
 - b. Provide curbside bus loading-unloading adjacent to High School Stadiums with appropriate turning radius and grades. Paint auto parking overlay at bus staging area for additional activity parking.
 - c. Bus parking, covered loading-unloading areas, and driveway layout shall be reviewed and approved by DCSD Executive Director of Transportation, to ensure appropriate turn radii and grades for bus drives.
- 10. Loading Docks
 - a. For new schools and / or major kitchen renovations at Elementary and Middle Schools, provide 6” curb loading areas adjacent to Kitchen and General Storage / Receiving area with 36” curb cut and ramp to grade.
 - b. For new schools and / or major kitchen renovations at High Schools, provide standard height raised loading dock at adjacent to Kitchen and General Storage / Receiving area.
 - c. See Division 16 for delivery doorbell requirements at receiving areas.

02.02 Sitework Details

1. Paving and Surfacing
 - a. Heavy-duty asphalt paving shall be used in all parking and driveway areas. Lighter duty pavement may be considered for automobile parking areas that are well isolated from bus or truck traffic.
 - b. Asphalt and graded aggregate base thicknesses shall be standardized and so illustrated in paving cross-sections, detailed in civil engineering design drawings. Final asphalt top shall be in place before bus run through.
 - c. Surfacing at Playgrounds shall be rubber mulch.
2. Site Signage (Road, Parking, and Drive Entrance)
 - a. Appropriate metal signage shall be included in the contract per code and local requirements. The position of parking and traffic signage shall be included in the site design and Construction Documents. Provide way-finding signage for major facilities such as visitor parking, building entrance, parent and bus drop-offs, stadium, ball fields, etc. Identify restrictions on use of parking spaces such as handicapped, staff, visitors, students, etc. Provide signage clearance from curbs to prevent bus "tail swing" from damaging signposts. Similar clearance needs to be maintained for bus canopy posts. Mount signage on building walls and columns where possible.
 - b. Provide space at entrances for standard building identification sign furnished and installed by DCSD.
 - c. Coordinate signage design with DCSD Executive Director of Transportation.
3. Marquee Sign
 - a. For all new schools, the DCSD standard marquee sign, an electronic screen on a masonry base, will be provided. DCSD graphic standards shall be used, and DCSD logo shall be included along with school logo. See appendix.
 - b. Appropriate location for shall be determined by Design Professional and indicated on site plan. General contractor shall provide power and data from building to sign.
4. Trash Compactor
 - a. Trash Compactor basis of design shall be Marathon Equipment Ramjet, Model # RJ-250SC-30, with the following minimum specifications:
 - i. Power Unit (electrical): Operating Power Available: 3 PHASE/460
 - ii. Plumbing: Connection on both sides
 - iii. Capacity: 30 cubic yards
 - iv. Overall Size, approximate dimensions: Length: 256 "(21'-4"); Height: 104"(8'-8"); Width: 98" (8' - 2")
 - v. Features: Remote on 13' cord, pressure gauge on 15' cord, guides and stops, double door doghouse, fullness package, and auto start.
 - b. Compactor/container shall have the capability of being transported from site to site.
 - c. Review space required for dumpsters and compactors with DCSD Facilities Services Department.
5. Fences and Gates
 - a. Unless otherwise specifically approved by DCSD, all permanent fences and gates shall be black vinyl coated chain link construction. Typical fencing shall be 11 Gauge core wire and 9 gauge finish thickness. Provide appropriate black vinyl coated post and gates, installed in accordance with Chain Link Fabrication Manufacturers Association criteria.

- b. General site fencing shall be 6'-0" high with appropriately located gates. Storm retention areas shall be fenced with the same material per local requirements.
- c. Gates shall be provided at school driveways to limit access during certain time periods.
- d. Perimeter and other fencing shall be installed as needed to provide safety and security of the students, teachers and staff. Exact location of fencing will be determined on-site by DCSD in order to preserve natural areas and undisturbed buffers.
- e. Fencing and wind screens at sports fields shall be of the height and locations described in the relevant sections of these guidelines. Fences shall be black vinyl coated chain link construction of appropriate gauge and mesh for the height required with appropriate black vinyl coated post and gates, installed in accordance with Chain Link Fabrication Manufacturers Association criteria. Wind Screens shall be forest green.
- f. Provide security fencing around any exterior equipment that is installed at ground level. (I.e. Freezer/Cooler, condensing units, generators, etc.)

02.03 Landscaping Notes

1. Trees/Plants/Ground Cover

- a. In general, use low maintenance ground cover; minimize grass/sod. Landscape designer is encouraged to look at alternatives and use the most practical application for each area. Use mulch around buildings. Provide raised curb or other devices to restrict washing of mulch onto adjacent paved walks and drives. Low maintenance ground covers may be used in low-traffic areas and on slopes as appropriate.
- b. Pine straw mulch for adequate coverage, no more than 4" deep, shall be provided at all new tree and shrub plantings.
- c. New landscaping shall be maintained by the Contractor for no less than 60 days, prior to a request for inspection and acceptance by DCSD.
- d. Comply with tree ordinances and provide additional buffers as may be directed by the municipality or jurisdiction. Review proposed new shrubs and trees with DCSD Facilities Services Department.

2. Lawns and Grasses

- a. All general areas to be grassed shall be hydro-seeded with Common Bermuda or Fescue depending on the planting season. Wood fiber mulch shall be included when hydro-seeding slopes greater than 3:1. Lawns and grass shall be watered and maintained for a period of no less than 60 days, prior to a request for inspection and acceptance by DCSD. Lawns and grass shall be fully established and receive a minimum of 2 cuts prior to inspection.
- b. Provide adequate seedbed preparation – 4" tilled topsoil or amended organic soil.
- c. Specify rock hounding in two directions to pick up stones greater than 1.5" diameter.
- d. Areas to be planted with sod vs. seed need to be identified on the drawings. Typically, all areas close to the building or inside a perimeter drive should be sod.
- e. Consider the use of "Terra-mat" or sod on excessive slopes.
- f. Architect/Engineer shall consult with DCSD Facilities Services to obtain approval for proposed Lawn specifications prior to issuing final Drawings.

3. Landscaping Irrigation System for Planting

- a. Landscape plantings shall be designed and installed to eliminate the need for landscape planting irrigation. DCSD allows irrigation for playing fields only.
- b. See Division 15 MECHANICAL, Plumbing Fixtures, for Exterior Hose Bib requirements.

02.04 Site Design Notes for School Athletic Facilities

1. Landscaping Irrigation System
 - a. Commercial grade sprinkler irrigation system with 120 V, automatic operation shall be provided for the grass playing and practice fields at Middle and High Schools only. Do not provide irrigation at Elementary School play fields.
 - b. Architect/Engineer shall consult with DCSD Facilities Services and obtain approval for proposed irrigation system prior to issuing final drawings.
2. Stadium Notes
 - a. All major renovations to stadiums shall include a synthetic turf, rubber infill system. Base system will include single letter logo at midfield; school name in one end zone and mascot name in the other; single letter color; and striping and markings for football (white), soccer (yellow) – reference marks only the six yard end boxes; men’s and women’s lacrosse (red) – reference marks only.
 - i. Acceptable manufacturers are Sprint Turf, Sports Turf, and Matrix Turf.
 - b. All major renovations to stadium track and field shall have layouts in accordance with competition standards of the Georgia High School Association and the national Federation of State High School Associations. Each field shall include the following:
 - c. Where possible, field orientation should be with long dimension along north/south axis.
 - d. Provide areas for field events including paved areas for pole vault, high jump, long jump with sand pit.
 - e. Polyurethane surfacing system running track (8 Lanes).
 - f. Provide concrete pads for shot put and discus field events.
 - g. See Division 11 EQUIPMENT for Athletic Equipment
3. High school Track and Field : All major renovations to high school track and field shall have layouts in accordance with competition standards of the Georgia High School Association and the national Federation of State High School Associations.
 - a. Track shall be a polyurethane surfacing system similar to Sports Track 300 or Beynon Sports Surfaces, BSS-300. The elastomeric polyurethane shall be red in color with line striping and event markings in accordance with current National Federation of State High School Associations standards and guidelines. Provide minimum of 6 track lanes; 8 where space permits.
4. Middle School Track and Field : Middle school track and field areas shall be constructed to appropriate grading and grassing standards but are not required to meet competition standards of the Georgia High School Association and the national Federation of State High School Associations. Each track and field shall include the following:
 - a. Irrigated grass field inside running track.
 - b. Slope field to area drains at corners.
 - c. Asphalt running track with painted lanes.
 - i. 400 meter track with 6 lanes where space permits.
 - ii. 300 meter track with 5 lanes where space is limited.
 - d. Paved H/C access from building.
 - e. Paved areas for high jump and long jump with sand pit.
 - f. See Division11 EQUIPMENT for Athletic Equipment.

5. High School Baseball Field: High School baseball Fields shall have layout in accordance with competition standards of the Georgia High School Association and the national Federation of State High School Associations. Field shall include the following:
 - a. Orientation with home plate at southwest and second base at northeast.
 - b. Field size: 330' long at R / L foul lines x 380' deep at center of outfield, where space permits.
 - c. Outfield and diamond of natural grass turf with irrigation system
 - d. Warning track
 - e. Infield playing surface with 80% sand, 20% clay
 - f. Pitching mound raised 10" with pitching rubber
 - i. Weather proof water spigot within ground box behind pitcher's mound.
 - ii. 110-volt electrical duplex outlet within weatherproof in ground box behind pitcher's mound.
 - g. Fencing 10' high ; backstop located 60' behind home plate - height as required for safety
 - h. Two concrete block dugouts
 - i. Two bullpens (one at each side, inside fence)
 - j. One batting cage with 110V electrical outlets for pitching machine (outside fence)
 - k. Scoreboard located between center and left field; See Division 11 EQUIPMENT for Scoreboard.
 - l. Two sets of bleachers, 5 rows high, 10' deep x 21' long, anchored to concrete pads; See Division 13 SPECIAL CONSTRUCTION for Portable Bleachers.
 - m. Field Lighting; See Division 16 ELECTRICAL for Sports Field Lighting.
 - n. Shared Baseball / Softball Concession / Restrooms / Storage; See Division11 EQUIPMENT for Concession Equipment.
6. Middle School Baseball Field: Middle school baseball field areas shall be constructed to appropriate grading and grassing standards but are not required to meet competition standards of the Georgia High School Association and the national Federation of State High School Associations. Each field shall include the following:
 - a. Orientation with home plate at southwest and second base at northeast.
 - b. Field size: 330' long at R / L foul lines x 380' deep at center of outfield, where space permits.
 - c. Grass outfield with irrigation system
 - d. Appropriate drainage towards outfield
 - e. Skinned earth between bases
 - f. Infield playing surface with 80% sand, 20% clay
 - g. Pitching mound raised 10" with pitching rubber
 - h. Fencing 10' high; backstop located 60' behind home plate - height as required for safety
 - i. One set of bleachers, 5 rows high, 10' deep x 21' long, anchored to concrete pads; See Division 13 SPECIAL CONSTRUCTION for Portable Bleachers.
7. High School Softball Field: High School softball Field shall be designed in accordance with competition standards of the Georgia High School Association and the national Federation of State High School Associations. Field shall include the following:
 - a. Orientation with home plate at southwest and second base at northeast.
 - b. Field size: 200' long at R / L foul lines x 200' deep at center of outfield

- c. Outfield of natural grass turf with irrigation system
 - d. Warning track
 - e. Infield playing surface with 80% sand, 20% clay
 - f. Pitching mound level with infield with pitching rubber
 - i. Water spigot within weather proof in ground box behind pitcher's mound.
 - ii. 110-volt electrical duplex outlet within weather proof in ground box behind pitcher's mound.
 - g.
 - h. Fencing 10' high; backstop located 25' behind home plate- height as required for safety
 - i. Double first base
 - j. Two concrete block dugouts
 - k. Two bullpens (One at each side, inside fence)
 - l. One batting cage with 110V electrical outlets for pitching machine (Outside fence)
 - m. Scoreboard located between center and left field; See Division 11 EQUIPMENT for Scoreboard
 - n. Two sets of bleachers, 5 rows high, 10' deep x 21' long, anchored to concrete pads; See Division 13 SPECIAL CONSTRUCTION for Portable Bleachers
 - o. Field Lighting See Division 16 ELECTRICAL for Sports Field Lighting
 - p. Shared Baseball / Softball Concession / Restrooms / Storage; See Division 11 EQUIPMENT for Concession Equipment
8. Middle School Softball Field: Middle school softball field shall be constructed to appropriate grading and grassing standards but are not required to meet competition standards of the Georgia High School Association and the national Federation of State High School Associations. Field shall include the following:
- a. Orientation with home plate at south-southwest and second base at north-northeast
 - b. Field size: 200' long at R / L foul lines x 200' deep at center of outfield
 - c. Grass infield and outfield with irrigation system
 - d. Appropriate drainage towards outfield
 - e. Skinned earth between bases
 - f. Pitching mound level with infield
 - g. Fencing, 8' high; backstop located 25' behind home plate, 20' high
9. High School Practice Field: High school practice field is intended for physical education instruction and used for multiple sports. It shall be constructed to appropriate grading and grassing standards but is not required to meet competition standards of the Georgia High School Association and the national Federation of State High School Associations. Practice field shall include the following:
- a. Orientation with long dimension north and south
 - b. 78 yards wide x 120 yards long
 - c. Grass turf with irrigation system
 - d. Provide netting where necessary to prevent damage from balls entering adjacent areas.
 - e. Fixed Football goalpost and movable soccer goals. See Division 11 EQUIPMENT for goalpost and goals.
10. Middle School Practice Field: Middle school practice field is intended for physical education instruction and used for multiple sports. If site allows, it shall be constructed to appropriate

grading and grassing standards but is not required to meet competition standards of the Georgia High School Association and the national Federation of State High School Associations. Practice field shall include the following:

- a. Orientation with long dimension north and south
- b. 78 yards wide x 120 yards long
- c. Grass turf with irrigation system
- d. Provide netting where necessary to prevent damage from balls entering adjacent areas.
- e. Fixed Football goalpost and movable soccer goals; See Division 11 EQUIPMENT for goalpost and goals.

11. Elementary School Multi-purpose Field: Elementary School multi-purpose field is intended for informal outdoor activities and elementary level sports. It shall be constructed to appropriate grading and grassing standards. The multi-purpose field shall include the following:

- a. Approximately 2 acres adjacent to the gym if site configuration will allow.
- b. Well drained grass turf without irrigation system. Ensure that building and site drainage and/or detention systems do not impact the play area.

12. High / Middle School Tennis Courts: For new facilities, provide a minimum of two (2) tennis courts at each middle school and a minimum of four (4) at each high school. Tennis courts shall have layouts in accordance with competition standards of the Georgia High School Association and the national Federation of State High School Associations.

- a. Contrasting light and dark green surface between court and remaining play area
- b. Regulation size with orientation with baselines of courts perpendicular to north-south axis.
- c. Fencing 10' high, 20' from baseline, 12' from sidelines
- d. Windscreens except at bleachers
- e. 110v duplex electrical outlet at each end of the bank of courts.
- f. At high schools, provide one set of bleachers anchored to a concrete pad at west end of courts. See Division 13 SPECIAL CONSTRUCTION for Portable Bleachers.

DIVISION 3 CONCRETE

03.01 Concrete Walkways

Sidewalks and plazas shall be concrete.

03.02 Compactor / Dumpster Pads

For new buildings and major renovations to kitchens, concrete pads shall be placed in the service area to accommodate one compactor for garbage and one dumpster for recycling. At new High Schools, these pads can be incorporated into the concrete area at the loading dock. Drains must be provided, and shall be designed in compliance with all applicable codes. Provide heavy duty reinforced concrete slab that extends a minimum of 40' in front of the dumpster pad to resist wear from garbage trucks turning their wheels to maneuver for dumpster pick up.

Dumpster and compactor areas shall be visually shielded, in a manner compatible with the architectural design of the building.

Dumpster and compactor areas shall be easily accessible by sidewalk so that custodial carts can be used to transport trash to the dumpster. The top of the dumpster shall be accessible, in a location adjacent to

a loading area or dock so that trash can be thrown into the top of the dumpster. Where the dumpster is not adjacent to a loading dock, a ramp to the back or sides of the dumpsters shall be provided.

03.300 Cast-in-Place Concrete

At DCSD stadiums, any work done to refurbish stadium seating, rest rooms, parking access, concession area, etc. shall be ADA compliant. Consideration should be given to providing accessible viewing areas in multiple locations (“Home” and “Visitor”) of stadium seating.

Stadium Seating: Existing structure for stadium bench seating is concrete. For major stadium renovations, existing conditions shall be fully assessed and analyzed by a structural engineer with expertise in concrete prior to design of refurbishment of stadium.

03.350 Concrete Finishes

Special attention should be given to proper curing and finishing of any slabs to receive flooring. Follow flooring manufacturer’s requirements regarding flatness and moisture parameters.

DIVISION 4 MASONRY

04100 Mortar and Grout

Only one mortar color should be used on the exterior masonry at each new school.

04210 Brick Masonry

Brick veneer shall be used as the exterior building material of choice for all DCSD projects.

For new construction, changes in brick types, sizes, color, texture and orientation shall be kept to a minimum. Color(s) shall be recommended by the Design Professional and must be approved by DCSD Design and Construction.

For additions and alterations to existing brick exterior walls, care must be taken to properly blend old and new construction. In most cases, matching of existing brick is impossible. Include instructions to contractor to salvage old brick for patching that may be required. Designers are encouraged to use obviously contrasting materials where new construction joins existing. Make changes to veneer at inside corners wherever possible.

As a natural material, brick can have a considerable variegation of colors. When installing, alternate bricks from multiple packs to ensure proper color blending and avoid “pooling” of color.

04220 Concrete Unit Masonry

Concrete unit masonry is preferred for the interior wall material for new construction. Bull-nosed block shall be used for all outside corners, above the first course. Split-faced block shall not be used unless specifically requested by the DCSD.

Concrete unit masonry partitions are required at the following locations, unless specifically approved by DCSD Design and Construction:

1. Corridors and other high traffic areas
2. Gymnasium, Auditorium, Stage, Cafeteria and Kitchen

3. Main Mechanical and Electrical Rooms
4. Hall restrooms and other high abuse areas
5. Locker Rooms
6. Mechanical and electrical closets

Concrete unit masonry partitions can be used for Vaults and the adjacent Office used for bookkeeping (Extend to roof or cap with concrete slab.) Rated gypsum board partitions may be used in lieu of CMU at Vault and adjacent office area.)

DIVISION 5 METALS

05120 Structural Steel

Structural steel framing systems shall generally be used for new school construction and additions, in lieu of load-bearing masonry construction.

05500 Metal Fabrications

05500 2.3 Steel Ladders OR 05510 Aluminum Ladders

All areas of all roofs should be easily accessible to maintenance staff with permanently installed stairs and/or ladders, designed for interior access when practical. These access points must be protected from access by students. Exterior access must be caged / locked to prevent theft.

1. Prefinished aluminum preferred over painted steel.
2. Interior ladders provided for roof or mezzanine access shall be a ship's type ladder.
3. Vertical or exterior ladders from the ground are not acceptable for required access to the roof. Limit the use of vertical fixed ladders to small areas projecting above the main roof.
4. Ladders and stairs shall be equipped with appropriate guard and handrails.

05500 2.4 Steel Railings OR 05521 Aluminum Railings

1. For ease of maintenance, factory finishes on all metal handrails, posts, pickets, and guardrails are preferred over painted finishes. At a minimum, provide factory-finished handrails (clear aluminum is ideal).
2. Gates at guard rails between Interior track and bleachers in high school gyms shall be self-storing.

DIVISION 6 WOOD, PLASTICS, AND COMPOSITES

6.01 Plastic Laminate

1. General use counter tops shall be plastic laminate material. One-piece countertops with integral coved backsplash, bull nosed edges and minimal number of seams shall be specified. Color(s) to be selected by the Design Professional and approved by DeKalb County School District. Consider
2. Basis of design is Wilsonart.

6.02 Casework: Custom casework shall only be used where manufactured casework will not serve the intended use. Plastic laminate shall be used as appropriate. Do not specify wood or laminate casework or shelving in janitor's closets.

DIVISION 7 THERMAL & MOISTURE PROTECTION

07110 Waterproofing and Damp- proofing

1. Appropriate waterproofing, damp-proofing and vapor retarders shall be specified by the Design Professional.
2. Avoid parapet wall penetrations.

07210 Insulation and Fireproofing

Appropriate insulation and fireproofing shall be specified by the Design Professional to provide a safe, energy efficient, comfortable building, and to meet building codes.

Enclose space under first level of all stairs to prevent misuse of space for storage or misconduct.

07520 Membrane Roofing

Modified bitumen, "cool roof" roofing shall be used for low slope roofs. The use of parapets should be minimized. Insulation value shall be minimum R-19.

07612 Pre-formed Metal Roofing

Metal roofing shall be used on high-slope roofs. Steel is preferred, aluminum is acceptable.

07620 Flashing

1. Follow manufacturer's recommendations when specifying through wall flashing and installation accessories.
2. Use copper, stainless or rubberized asphaltic flashing with an adhesive backing for through wall flashings at sills, beams and lintels. Avoid PVC products unless they are specifically recommended by their manufacturers for through wall flashing applications.
3. Metal flashing products may be laminated with other materials such as asphalt or waterproof papers to reduce galvanic corrosion where necessary.
4. Specify manufactured mortar nets over the horizontal run of through wall flashing to catch mortar dropping and allow water to filtrate easily downward through the net material to the flashings and out the weeps.
5. Provide weeps immediately upon the horizontal leg of the through wall flashing at the exterior wall construction element at sills, beams and lintels.

07710 Manufactured Roof Specialties

Internal roof drains should be avoided where possible. Concealed gutters will not be allowed. External gutters shall be used where possible. Use PVC or cast iron downspouts in areas subject to abuse. If exposed, protective boots shall be used to prevent downspout conductors from damage. Downspout transition fittings shall be seamless or welded fittings.

07720 Roof Hatch

Appropriately located roof hatches shall be provided as needed for access to low slope roof areas.

08.01 Doors

1. Door Size Notes
 - a. Unless otherwise specified, new doors shall be 36" wide.
 - b. Pairs of 36" doors with removable mullions shall be provided at service entrances, throughout major circulation corridors and for access into large rooms such as the Cafeteria, Stage, Gym and Media Center in order to facilitate delivery of bulky objects.
 - c. Single 42" doors shall be provided at Kitchens from the delivery corridor, for access to Bulk Storage Room, Serving Area and Cafeteria. Single 42" doors shall be provided for access into Music Practice and Storage Rooms to facilitate movement of large instruments. Single 42" doors shall be provided for access to all areas with laundry equipment. Consider the use of single 42" doors to provide access into Special Education Suite (Classrooms and Adaptive Toilet), facilitating movement of wheelchairs.
 - d. Overhead roll-up doors shall be provided as appropriate for access to Shops, Stage Scenery Areas, Mechanical Rooms and Storage Rooms to facilitate movement of bulky objects. Lock must be accessible from both sides.
 - e. Unless otherwise specified, door height at new construction shall be 80" minimum. Door height at renovations shall match existing. Height of doors and frames shall be selected for best value and efficiency.
 - f. Removable mullions shall be non-keyed type. Vertical rods shall not be used.
2. Door Stiles and Rails: All aluminum, hollow metal and wood doors shall be constructed with 6" stiles, 8" top rails and 10" bottom rails. Doors pairs with exit devices shall have center non-keyed, removable mullions.
3. Door Materials
 - a. Wood doors shall be specified for general interior use. No plastic shall be used.
 - b. Metal doors shall be used on the exterior and interior of the building where appropriate for greater security.
 - c. Provide heavy duty door and hardware at Vaults and Record Rooms.
4. Door Lights
 - a. Provide factory installed small vertical door lights at typical doors to classrooms and other frequently used doors. Larger door lights and hollow metal sidelights should be used at the following:
 - i. Administration
 - ii. Counseling
 - iii. Media Center
 - iv. Gymnasium
 - v. Cafeteria
 - vi. Teacher Work Room
 - b. Provide an observation light at the Kitchen delivery door constructed of security glass designed to resist break-ins.

08.410 Aluminum Curtain wall and Storefront Systems

- a. Aluminum storefront systems shall be used at primary entrances to the building. Hollow metal frames shall be used for entrance doors.

- b. In lieu of painted hollow metal frames, consider prefinished aluminum storefront systems for interior window walls.
- 5. Rollup Grilles and Shutters
 - a. If used between Serving Lines and Cafeteria:
 - i. Provide electrically operated roll-up grilles in lieu of solid roll-up doors to allow for air circulation.
 - ii. Locate key operated control on Serving Line side.
 - iii. Do NOT provide supplemental latches or dead-bolts. Grilles shall be secured by the weight of the grille.
 - b. Consider use of security grilles across corridors to separate building into zones, limiting access to certain parts of the building after hours. If used:
 - i. Provide electrically operated roll-up grilles at corridor separation zones. These shall be in addition to emergency smoke doors that may be required by code.
 - ii. Locate key operated control on both sides. Provide security latch operated by key, accessible from both sides.
 - c. Where required by Educational Specifications, provide manual operated solid roll-up shutters with security latch operated by turn knob on room side.
- 6. Hardware
 - a. Appropriate finish hardware shall be specified by the Design Professional for review and approval by DeKalb County School District. Provide lever handles throughout in accordance with ADA.
 - b. See APPENDIX to Design Guidelines – Door Hardware.
- 7. Windows
 - a. Architects are encouraged to incorporate windows for natural lighting into as many building spaces as practical. Architect shall provide a cost-benefit analysis of cost savings provided by proposed window lighting compared to their impact on HVAC installation and operating cost.
 - b. All exterior window frames shall be aluminum. Steel window frames are not acceptable at exterior walls. Current DCSD standards do not allow for operable windows.
 - c. Minimum Requirements:
 - i. Elementary: Windows are required at all general instruction classrooms.
 - ii. Middle: Windows are desired at all general instruction classrooms when feasible.
 - iii. High: Windows are required at all general instruction classrooms adjoining exterior walls.
 - iv. Interior window frames shall be aluminum storefront or hollow metal and shall be provided at offices where supervision of adjacent areas is required. Do not provide interior windows at Locker Rooms.
 - v. Provide interior window(s) in the Kitchen Manager's Office to allow observation of workers in the Kitchen and vendors during deliveries.
- 8. Glazing: General exterior glazing shall be insulated, double thickness. Provide tempered / laminated glass as required by code. Avoid use of wire glass. Use tinted glass for sun control in lieu of blinds at large and inaccessible windows at Clerestories, Lobbies, Corridors, Media Centers, Cafeterias, Gymnasiums and similar spaces.

DIVISION 9 FINISHES

09.250 Gypsum Board Systems

Gypsum Board wall systems are acceptable for interior partitions at light duty spaces such as admin areas, and may be considered for partitions between classrooms and labs. Use of concrete masonry unit walls is preferred whenever possible.

1. Exposed layers at walls shall be abuse resistant type. Use fire code type material as required by code.
2. Bull nose corner beads shall be used at typical outside corners. Corner guards, in lieu of bull nose corners, may be used at the Administrative and Guidance areas.
3. Do not use gypsum board wall systems in any wet or damp locations.
4. At firewalls, rated gypsum board may be used above concrete unit masonry walls starting at 10'-0" above finish floor where the wall will not be susceptible to vandalism or abuse.
5. Fiberglass reinforced (FRP) panels are unacceptable for use in DCSD projects without express consent from Design and Construction.

09.850 Acoustical Systems

1. Sound batts shall be used to reduce the sound transmission of the wall system as needed. Acoustical separation shall meet requirements of

Resilient Tile Flooring

Typical floor finish, except where specialized finishes are called for, shall be Vinyl Composition Tile (VCT). Size of VCT shall be 12" x 12" x minimum 1/8". Basis of design is Excelon, Imperial Series by Armstrong. Color and patterns shall be specified by the Design Professional and approved by DeKalb County School District. Colors shall be manufacturer's standard colors, chosen with ease of maintenance in mind. Solid color floor tile shall be used for accent areas only. Consider use of flexible terrazzo tile similar to "Fritztile" in corridors, lobbies, and high traffic areas. To add aesthetic interest to the building, the Design Professional is encouraged to use patterns and color, especially in corridors and lobbies.

Coordinate the sequence for cleaning and waxing VCT floors with DCSD Coordinator of Environmental Services and Coordinator of Warehouse. Schedule cleaning and waxing of VCT floors at Corridors, Cafeteria and other designated areas after furniture is delivered. Base shall be 4" black or very dark color rubber cove base. Provide matching-color transition strips adjacent to other floor materials.

Carpet

At locations where the Educational Specifications call for carpet, tiles are preferred over roll goods, particularly in high traffic areas. Specify electrostatic backing to eliminate curling of carpet tiles at the edges.

Standard of quality, construction and appearance for carpet tiles is based on "Diffuse" and "Disperse" by Shaw Industries.

Standard of quality, construction and appearance for broadloom carpet is based "Expose" or "Blog" by Shaw Industries.

Standard of quality, construction and appearance for walk-off mat is based on Crayon 01957 Vinyl Cushion Tufted Textile (VCTT) by Tandus Flooring.

Wood Athletic Flooring

High School and Middle School Gym flooring shall be solid maple wood strip athletic flooring system. Minimum thickness shall be 7/8", No.2 or better grade maple.

The flooring system shall be specifically made for athletic flooring applications.

Flooring shall include multi-purpose court markings and custom designed school logo approved by DCSD.

Provide recessed supports for three volleyball nets at all middle and high school gyms.

Provide event floor covering at wood floors which are also used for auditorium and other assembly functions.

Flooring for new auditorium stages, dance rooms, and drama rooms shall be wooden sprung floors.

Synthetic Athletic Flooring

Synthetic athletic flooring shall be installed in all new Elementary School Gyms. Product shall be equal to Mondosport I by Mondo USA or SportGrain Plus by Connor Sports Flooring.

Indoor Track Athletic Flooring

Indoor track flooring shall be polyurethane flooring over Rubberized Base with continuous striping for three lanes.

Basis of design: Robbins Sports Surfaces - Pulastic - 2000

Weight Room Athletic Flooring

Weight Room Athletic Flooring shall be recycled rubber material formed into tiles, 24" x 24" x min. 3/8" with interlocking tabs, free-laid without adhesive.

Basis of design: Mondo Highjolt

Quarry Tile

Dark Red Quarry Tile with deep charcoal gray grout shall be used at Kitchen, Walk-in Cooler & Freezer, Dry Storage, Serving Courts, Custodial wet areas. Grout joints shall not be sealed in kitchen floors.

Ceramic Tile

At rest rooms, unglazed Ceramic tile is acceptable for use as flooring. Glazed ceramic tile, minimum 54" high on all restroom walls, is preferred for use as wainscot material. To add aesthetic interest, consider accent patterns or strips. Color shall be selected by Design Professional and approved by DeKalb County School District. Colors of tile and grout shall be selected with ease of maintenance and long term appearance in mind. Grout must be sealed.

Terrazzo

For new construction, terrazzo may be considered for high traffic areas such as corridors and lobbies. Consideration must be given to slip prevention at all entrances.

Sealed Concrete

Sealed Concrete flooring is acceptable at service areas such as storage, mechanical and electrical rooms. Decorative stained concrete shall not be used in occupied areas.

Suspended Ceilings

Unless noted otherwise, 2' x 2' ceiling grids with 2' x 2' x 5/8" suspended acoustical ceiling tiles shall be used for all general use areas of the building. Standard ceiling tile shall be square edge, non-directional, fissured design, 5/8".

Basis of design: Cortega 770 by Armstrong.

Basis of design for ceiling tile in wet areas shall be Ceramaguard 607 by Armstrong.

Cafeteria – hard, washable tile needs to be installed around high HVAC vents in cafeterias, similar material to that used in the kitchen

Suspension System throughout shall be 15/16" exposed tee aluminum system. Basis of design: Prelude XL by Armstrong.

Ceiling system furnished shall include all industry-standard accessories required for installation.

Exposed structure and ductwork may be considered in art labs, stages, and drama rooms.

When determining ceiling heights, consider maintenance of lighting and finishes. Maximum height must be within reach of ladders or lifts readily available to DCSD maintenance staff.

Non-accessible Ceilings

Use "hard" – painted gypsum board - ceilings in student restrooms and locker rooms. Ceiling access panels need to be installed to access valves, smoke detectors, etc. Minimum size shall be 24" x 24" if personnel access is required (i.e. more than hand access to reach a valve).

Sound Attenuation Blanket

Sound attenuation blankets may be used above suspended ceilings in order to obtain acceptable sound transmission levels. See Acoustical Standards in Division 1 of these Design Guidelines.

Exterior Painting

Exterior painting shall be in accordance with the manufacturer's recommendations for the paint used and the material being painted. Color shall be selected by Design Professional and approved by DeKalb County School District. In general, materials with factory applied paint, coatings, or integral color should be specified in order to reduce maintenance costs.

Basis of Design: Duron "Weather Shield" one coat, flat White paint for exterior painting.

Interior Painting

Interior painting shall be in accordance with the manufacturer's recommendations for the paint used and the material being painted. Semi-gloss shall be used unless otherwise approved. Color shall be selected by Design Professional and approved by DeKalb County School District. In general, materials with factory applied paint, coatings, or integral color should be specified in order to reduce maintenance costs.

Basis of Design: Pittsburgh Pure Performance Interior walls – color: Antique (Porter Paints) Zero VOC – semi gloss. Interior metal doors and frames - Advantage Hi Gloss Exterior (Porter Advantage 900 High Gloss) Low VOC.

DIVISION 10 SPECIALTIES

10100 Visual Display Boards

Display of student work is integral to 21st Century School Design. Flexible systems for hanging art and academic work should be integrated into classrooms, entrance, and corridors. Visual Display boards and related accessories shall be included in the Construction Contract. See Educational Specifications for location, quantity and size.

1. Marker boards shall be factory laminated 3-ply construction with porcelain enameled low-gloss face sheet, 3/8" particle board core and aluminum sheet backing, with factory-applied

aluminum trim. Basis of Design: Claridge Products and Equipment, Inc.; Series 1 LCS marker board.

- A. Provide aluminum frame with chalk tray and 1" map rail with accessory clips for flags and maps.
 - B. Provide appropriate special screened graphics at math and music rooms.
 - C. Provide manual sliding marker boards at science labs.
2. Tack boards shall be 1/4" thick, plastic-impregnated cork sheet, natural cork color, factory laminated to 3/4" thick particle board backing, with factory applied aluminum trim. Basis of Design: Claridge Products and Equipment, Inc.; Series 1 Cork Bulletin Board.

10165 Toilet Partitions

Consideration of privacy and sightlines is important to rest room design. Toilets and urinals shall not be visible from the corridor through an open doorway. This includes reflection of toilets and urinals in mirrors. Toilet partitions and urinal screens shall be provided at multi-person restrooms in all new and renovated restrooms at all grade levels.

1. Partitions and screens shall be solid plastic, high density polyethylene. Basis of Design: Scranton products. Partition color to be selected from manufacturer's standard colors.
2. Continuous hinges shall be used at all stall doors.
3. Stall doors shall utilize a gap-free interlocking door-stile configuration so that there are no sight lines into the toilet stall.
4. Partitions shall be floor mounted and overhead braced. Avoid cross braces which children could climb on or swing from.
5. Hardware shall be heavy duty extruded aluminum or stainless steel.
6. Wall brackets for partitions and screens shall be extruded aluminum, continuous "double T" type.
7. Floor mounted and overhead braced screens shall be provided between urinals.
8. Masonry partitions shall not be used.

10350 Flagpole

For new schools, provide 30' high, ground set aluminum tapered flagpole, with an external halyard, in a prominent location at the front of the building.

10400 Identifying Devices

Appropriate way finding and room identification signage shall be provided, including Braille information in accordance with the ADA. All graphics should comply with the DeKalb. Consideration should be given to providing graphics to ease navigation around the building. Engaging colors, wall graphics, floor patterns are encouraged.

1. Provide easy to read directional signage at Lobbies, Corridors, Stairways, Elevators and other special components to aid students, staff, and visitors in navigating the building.
2. Typical Classrooms, Labs and Multi-purpose rooms shall be identified by room number only, for future flexibility in use. Room numbering must comply with those listed in the Georgia DOE's records.
3. Permanent special purpose rooms and suites (Administration, Counseling, Media Center, Gymnasiums, Cafeteria, Staff Dining, Kitchen, Restrooms, Electrical, Mechanical, Custodial, IDF, etc.) should be identified by name and number, but not individual rooms within suites that may be subject to re-assignment.
4. Cafeteria Serving Lines shall be identified with easy to read graphics as well as functional room number for identification. Submit graphics to Executive Director of School Nutrition for review and approval.

10500 Metal Lockers

1. Corridor Lockers

For new buildings and major additions at middle and high schools, provide metal double tier lockers in the corridors for student use. Basis of design: List Industries, Inc.

1. Provide number of lockers equal to 110% of the "Design" FTE plus corridor space to increase the number of lockers to the "core" capacity.
2. Each locker shall be approximately 12" wide x 12" deep x 36" high x double tier (72" total unit height)
3. Lockers shall be equipped with Multi-point automatically locking spring bolt and built-in key-controlled, three-number dialing combination lock with changes made automatic with a control key. Provide A.D.A. compliant keys locks on 1% of all lockers ordered. Provide master locks.
4. Utilize welded construction with 16 gauge bodies, 14 gauge doors with stiffeners and 18 gauge backs.
5. Door shall have piano hinges, fastened with screws, not welded.
6. Doors and frame (body) of lockers shall be painted one color.
7. Locker colors may alternate or be different in different parts of the building.
8. Specify manufacturers standard paint colors unless use of custom colors is requested and specifically approved by DCSD.
9. Utilize a painted metal "Z" base in lieu of raised concrete (or other material), eliminating the need for resilient base finish.
10. Extend VCT floor finish below lockers to allow for their future removal.
11. Enclose the ends of a bank of lockers with masonry wing walls; enclose tops with gypsum board walls.
12. Provide attic stock of additional doors of each color specified for future replacement.

2. Theater Dressing Room Lockers

New theater dressing rooms in high school auditorium areas. Each locker shall be approximately 12" wide x 12" deep x 36" high x double tier (72" total unit height) similar to Student Corridor Lockers.

3. Staff Lockers

1. Custodial Staff Lockers

Each locker shall be approximately 12" wide x 15" deep x 72" high single tier. Locker Construction shall be similar to Student Corridor Lockers.

2. Kitchen Staff Lockers

Each locker shall be approximately 12" wide x 12" deep x 36" high x double tier (72" total unit height) similar to Student Corridor Lockers.

4. Athletic Lockers

a. Sides and intermediate partitions shall be expanded metal for ventilation.

b. Lockers shall be equipped with Multi-point automatically locking spring bolt and pad-lock lug.

c. Provide three-number dialing combination pad-locks with a master key for 110% of lockers in five tier units.

d. Utilize welded construction with 16 (13) gauge bodies, 14 (16) gauge doors with stiffeners and 18 gauge backs.

e. Doors shall have piano hinges, fastened with screws, not welded.

f. Doors and frame (body) of lockers shall be painted one color selected from manufacturers standard paint colors.

g. Provide additional doors as attic stock for future replacement.

h. Provide appropriate number of laminated maple locker room benches. At least one bench shall have an attached back support OR be located against a wall, per ADA requirements.

i. Physical Education Lockers

Provide six-tier and double-tier lockers for new and renovated middle and high schools PE Locker Rooms in the quantities indicated in the DCSD Educational Specifications.

1. Lockers in six-tier units shall each be approximately 12" wide x 12" deep x 12" high (72" total unit height).

2. Lockers in double tier units shall each be 12" wide x 12" deep x 36" high (72" total unit height).

j. Team Lockers

Provide single-tier lockers at each of the Boys and Girls Team Locker Rooms at new or renovated high schools. Coordinate quantity with Principal and Athletic Staff at each school. Lockers shall be 15" wide x 18" deep x 72" high.

k. Football Lockers

Provide athletic style metal lockers at Football Team Room. Lockers shall be 18" wide x 22" deep x 72" high open front with combination seat and foot locker and 12" Security box.

l. PE Staff Lockers

Locker Construction shall be similar to Student Corridor Lockers with built-in combination locks. Provide master locks. Provide the following size lockers:

1. Middle School PE Staff: single tier lockers 12" wide x 15" deep x 72" high at each Male and Female PE Staff Area.

2. High School PE Staff: single tier lockers 15" wide x 21" deep x 72" high at each Male and Female PE Staff Area

10522 Fire Extinguishers

Provide fire extinguishers in sizes and locations as required by code. Provide recessed extinguisher cabinets with door alarms in all locations that are accessible to students.

FOR FURTHER REVIEW: DCSD Safety Specialist

10530 Prefabricated Canopies

Appropriate aluminum canopies shall be provided at bus and auto drop-off areas, as well as cafeteria loading areas as needed. Ideally, pedestrian canopies should provide continuous protection from the weather, from the building exit to curb, extending over vehicles so that students can load in safely. Buses and delivery vehicles provide special challenges to design – the canopies need to provide maximum coverage while maintaining clearance for vehicles. Height requirements, "tail swing" clearances, and maneuvering space for bus and truck traffic shall be carefully considered.

1. Drainage needs to be controlled and piped as necessary to prevent flow across sidewalks.
2. Include lighting under canopies to provide adequate illumination for evening activities and security.

FOR FURTHER REVIEW: DCSD Executive Director of Transportation.

10675 Metal Storage Shelving

Provide adjustable industrial heavy duty metal shelving in all Storage and Custodial Rooms in the quantities indicated in the DCSD Educational Specifications. Wood or laminate shelving shall not be used. Typical shelving units shall be 36" wide x 85" high x depth appropriate for the intended use (12", 18" or 24"). Shelves for book storage shall be 12" deep. Provide 7 shelves per unit (including base and top) to allow approximately 12" clear vertically per shelf.

10800 Toilet Accessories

1. Provide surface mounted, heavy duty stainless steel commercial quality restroom and bath accessories.
2. Coordinate toilet paper, paper towel, and soap dispenser requirements with DCSD Environmental Services.
3. Safety glass mirrors: provide one long mirror per restroom, and one lavatory mirror per lavatory.
4. Electric hand dryers can only be used in administrators and teacher's restrooms – not student restrooms. Architect shall specify type of Hand Dryers subject to review and approved by DCSD Facility Services before issuing Project Manual.
5. The following accessories will be Owner-Furnished, Contractor-Installed:
 - 1) Soap Dispenser: Gojo Model FMX-12. Locate soap dispensers adjacent to lavatories.

DIVISION 11 EQUIPMENT

11110 Commercial Equipment

Provide a heavy duty commercial grade appliance suited to this application where the project scope includes a washer/dryer for athletic uniforms.

11310 Residential Appliances

11410 Food Storage Equipment

11512 Library Stack Systems

11531 Laboratory Fume Hood

11662 Gymnasium Equipment

11665 Gymnasium Dividers

11400 Food Service Equipment

Efficient, safe, and sanitary kitchens are of paramount importance to the District's students and staff. Designers are encouraged to consult early and often with representatives of the School Nutrition Department.

1. Kitchen Equipment shall be incorporated into the Scope of Work for all new school projects.
2. The Design Professional shall be responsible for employing a qualified professional Kitchen Designer to develop appropriate Kitchen Design and Construction Documents.
3. Drawings, Specifications, and equipment descriptions shall be submitted to DeKalb County School Nutrition Department and DCSD Plant Services for review and approval.
4. All new kitchens shall have all natural gas equipment. Gas-powered appliances shall have electronic ignition only. Standing pilots are not acceptable.
5. Walk-in freezer and cooler units shall have digital temperature controls and electronically commutated motors (ECM). Outside units shall have scroll compressor with ECM condenser fan motor.
6. See Appendix XXX for list of Basis of Design manufacturers and models. This list is subject to change: please verify equipment with School Nutrition Department for each project.

11470 Darkroom Equipment

1. Light blocking, revolving door for primary pedestrian access is preferred, in addition to a secondary pedestrian door with light-tight gasketing to allow service and ADA access to the area.
2. Ventilation equipment needs to be designed to handle vapor emissions of the darkroom chemicals.

3. Enlarger stations shall be provided, with at least one designed for ADA accessibility. Specifications shall be submitted to DCSD Visual Art Coordinator and Facility Services for review and approval.

11511 Book Theft Protection Equipment

At corridor exit(s) from the Media Center, provide a complete book theft detection system with alarm, Radio Frequency Identification (RFID) tags, and RFID detuners/deactivators, to assist in preventing unauthorized removal of a library's materials. Basis of Design: Strata EX system by Checkpoint, distributed by 3M.

1. Must meet ADA requirements (36" corridor width), with flexible mounting options (direct mount or base plate)
2. Include integrated audio and visual alarms to alert staff when an item containing a secured tag is detected.
3. Include integrated digital display to monitor alarm counts, ingoing and outgoing patron traffic, and diagnostics.
4. Provide option of real-time access to statistics and aggregated customized reports.
5. Include configurable alarm settings based on direction of travel (in/out).
6. Include capacity to provide self-checkout stations, security gates, and automated check-in.
7. Include "3M Digital Library Assistant", a handheld device that reads RFID tags on books and other materials. RFID readers to be located at the circulation desk and self-service kiosk.
8. Include pop-up alarm notification.

11515 Kilns

Provide kiln in dedicated room with proper fire separation and ventilation system, per all applicable codes.

11521 Projection Screens

1. Basis of design shall be Da-Lite Screen Co. Inc.'s "Cosmopolitan Electrol".
2. Provide motorized screens at new auditorium and cafetorium stages.
 - a. Provide additional drop header to set bottom of screen 2'-0" above stage floor.
 - b. Screen shall be mounted immediately in front of the stage curtain.
 - c. Screen shall be designed for rear projection system.
3. Provide motorized screen at new and renovated Media Centers.
 - a. Screens shall be recessed in the ceiling suspended from structure above only if ceiling is low enough and daylighting is controlled enough for optimal viewing. Mount on wall or provide portable screen if visibility is compromised by ceiling mount.

11610 Theater and Stage Equipment

For new high school construction, the Design Professional is encouraged to employ the services of a qualified professional Stage Equipment Designer to develop appropriate Design and Construction Documents for Auditorium, Drama Labs and other performance studios.

Provide lighting, sound systems, curtains, stage monitors, projectors and other equipment appropriate for the specific program.

Provide a Catwalk at High School Auditoriums for access to front overhead stage lighting above audience seating. Drop lighting access is unacceptable.

Drawings and Specifications shall be submitted to DeKalb County School District Drama Coordinator and Facilities Services for review and approval.

See Division 16 ELECTRICAL - Theatrical Lighting Systems

See DIVISION 15 for further details.

11660 Athletic Equipment

The Design Professional shall be responsible for developing appropriate Design and Construction Documents for Middle and High School Athletic Equipment subject to review and approval by DCSD Coordinator of Health and PE and by the Supervisor of Interscholastic Athletic Programs.

Provide a heavy duty commercial grade appliance suited to this application where the project scope includes a washer/dryer for athletic uniforms.

Exterior Equipment:

Basis of design, Gill Athletics

1. Football Goalpost: # F305, 8' off-set, 23'-4" between 20' uprights.
2. Track and Field Equipment at High School Stadiums:
 - a. Long Jump / Triple Jump, # 441TS Take-Off Board System
 - b. Pole Vault Box: #500, # 503 Lid (steel)
 - c. Shot Put Circle Toe Board: #360
 - d. Discus Circle: #367
3. Soccer Goal: # 477100, Portable Aluminum Soccer Goal with tie downs and wheels for portability.
4. Basketball:
 - a. Goals: Heavy-duty, fixed type with nylon net.
 - b. Backboard: Heavy-duty rectangular steel.
 - c. Minimum 4-1/2" diameter steel pipe with 5'-0" gooseneck extension.

11662 Gymnasium Equipment

Basketball Equipment

1. Goal Type: Electrically operated retractable, overhead supported single center post with sway bracing, forward folding type for main court and cross courts.
2. Superstructure: Manufacturer's standard design for attachment to building structure with precision die-formed fittings.
3. Hoist operations: Manufacturer's one HP (minimum) electric winch; self-locking worm-gear type, capable of holding backstop at any position when raising or lowering. Control by wall mounted key switch.

4. Safety Lock: Manufacturer's safety lock, inertia sensitive lock type, capable of locking backstop in any position at any time in storage or during raising or lowering cycle due to sudden surge in speed – typical for all backstops.
5. Finish on exposed metal components: Manufacturer's powder coat finish. Color selected by Architect from Manufacturer's standard colors and approved by DCSD Design and Construction Department.
6. Backboards: Rectangular design, ½" thickness tempered glass panel in gasketed extruded aluminum frame with bolt-on padding along bottom edge and up sides 10' minimum; fired vitreous enamel markings conforming to official requirements. 42" high by 72" wide.
7. Basketball Goals: steel rod rim welded to mounting bracket with enamel finish and nylon netting. Provide breakaway type goals for main court backstops. All goals shall be designed to absorb shock loads due to slam dunking or hanging on the rim.

Wrestling Equipment

Provide wrestling mats with storage system.

Volleyball and Badminton Equipment

1. Nets with removable support posts shall be provided.
2. Gym Floor sleeves for Volleyball and Badminton post:
 - a. Sleeve diameter: 3-1/2" inside diameter.
 - b. Cover plate: Chrome plated cover assembly with swivel type hinge and removable key.
 - c. Installation: Cast into concrete footing and floor slab for flush mounting with wood floor system.

Gymnasium wall and column protection

1. Bonded foam filled over OSB backing board with fire retardant liner and vinyl coated nylon cover.
2. Panel thickness: Minimum 2 inches.
3. Wall panel size: 2'-0" wide by 6'-0" high.
4. Column pad size: Custom fabricated to fit around columns; height to match wall panels. For elementary school gymnasiums, provide continuous protection at full circumference of room.
5. Color: As selected by the Architect from Manufacturer's standard colors and approved by DCSD Facilities Services Department.

11664 Scoreboards

Provide complete Scoreboard systems (Basis of design: Electro-Mech Scoreboard Company) at the following locations:

1. High School Main Gym: Provide 2, Model #2770
2. Middle School Gym: Provide 2, Model #2330
3. High School Stadium: Provide 1, Model #3585
4. High School Baseball: Provide 1, Model #1580
5. High School Softball: Provide 1, Model #1580

11681 Playground Equipment

Basis of Design: Kid Builders System by Little Tikes Commercial, Play Power Farmington, Inc.,

1. All new play structures shall provide accessibility to users with differing physical abilities. Where possible, this shall include ramps to provide wheelchair access to some upper platforms. Play Equipment installer shall be approved by the equipment manufacturer.

2. Play equipment will be provided in two separate structures – “pods”, to provide a variety of experiences and to allow different classes to play.
 - a. Play “Pod”: This unit focuses on imaginative active play and student interaction.
 - b. Athletic “Pod”: This unit focuses on developing upper-body strength and personal fitness.
3. Adequate numbers of play events shall be provided to support the number of students per school.
4. Playground surfacing shall be rubber mulch, with modular plastic curbs. Consider rubberized unitary surfacing should budget allow.

11810 Facility Maintenance Equipment

1. A separate space for floor equipment recharging station/garage shall be provided to keep self-propelled and other custodial equipment from obstructing mechanical rooms. The designated area shall be equipped with electrical service sized to meet the demands of the recharging equipment. Any appropriate fire separation and ventilation shall be provided.
2. Commercial duty, residential sized washer and dryer are needed in each building to wash custodial mop heads, dust mops and cleaning cloths.

Concession Equipment

1. Concession facilities shall be provided at the following locations as identified in the Educational Specifications:
 - a. Middle School Gym
 - b. High School Main Gym
 - c. High School Auditorium
 - d. High School Stadium
 - e. High School Baseball / Softball area
2. Concessions facilities shall include the following utilities and equipment.
 - a. Lockable Serving Room with adjacent Lockable Bulk Storage Room.
 - b. Standard overhead florescent lighting.
 - c. Ventilation fan with thermostatic control.
 - d. Heat at exterior locations to protect pipes from freezing.
 - e. Counter with serving window.
 - f. Lockable base and wall storage cabinets.
 - g. Double sink with hot and cold running water.
 - h. Ice machine with 75 pound capacity furnished and installed as part of the construction contract. Drain pipe shall not be located in pathway.
 - i. Floor drain, located near ice machine.
 - j. 200 amp electrical service to support 110V/220V outlets for appliances furnished by others. Appliances shall be limited to refrigerator, microwave oven, drink cooler, hot dog machine, hot dog warmer, popcorn machine and other light duty appliances. Heavy duty appliances such as cooking ranges and fryers which require hoods and fire protection equipment are specifically prohibited.

DIVISION 12 FURNISHINGS

12.01 Sun Control

1. Provide blinds at typical classroom and lab exterior windows. Interior blinds shall be 1" aluminum horizontal slats. Basis of design shall be Levolor Riviera.
2. Interior windows, provided as described in the Educational Specifications for supervision purposes, shall not have blinds except where specifically approved by DCSD.
3. Cordless blinds shall be provided in pre-K, kindergarten, and special education classrooms.
4. Sun control at large windows and clerestories must be addressed. At high and inaccessible windows at Clearstories, Lobbies, Corridors, Media Centers, Cafeterias, Gymnasiums and similar spaces. In media centers and cafeterias, sun light must be modulated to prevent glare, and to darken the rooms for video/projection presentations. Tinted glass may be used for sun control in lieu of blinds

12.02 Manufactured Casework

1. Manufactured Casework includes but is not limited to:
 - a. Classroom and office vertical storage cabinets, base cabinets with counter tops and wall cabinets.
 - b. Miscellaneous specialty cabinets and shelving, such as storage for props in stage and drama areas.
2. Construction:
 - a. Cabinet bodies shall be standard high pressure plastic laminate finish over industrial grade particle board.
 - b. Cabinet backs shall be minimum ¼" commercial standard CS-251 tempered hardboard or minimum 3/8" high performance 47 lb. density particle board.
 - c. Cabinet sub-base shall be of a separate and continuous ladder-type platform design, leveled and floor mounted prior to cabinet body placement. Material shall be exterior grade plywood. No cabinet sides to floor will be allowed. Base front shall be finished with 4" high black extruded rubber cove base with pre-molded corners to match room base.
 - d. Countertops shall be 1" deeper than base cabinet and 1-1/2" thick with high pressure plastic laminate finish.
 - e. Countertops for computers shall be 30" deep and be equipped w/ grommets and wire management below.
 - f. Countertops without sinks shall have particle board core and water resistive adhesive.
 - g. Countertop with sinks shall be constructed with calibrated plywood and non-soluble glue to thickness indicated.
 - h. Counter backsplash shall match countertop construction.
 - i. Drawer fronts and hinged doors shall be overlay style with higher pressure laminate exterior and interior liner and matching 3mm PVC edging.
 - j. Shelving behind doors shall be high pressure plastic laminate on particle board core with matching 3mm PVC edging. Shelves behind doors up to 27" wide shall be ¾" thick and 1" thick if over 27" wide up to 36" wide. Open shelving shall be 1" thick. No shelving shall exceed 36" unsupported width.

- k. Shelving shall be adjustable and supported by side panels with concealed fasteners capable of supporting the specified content.
- 3. Hardware:
 - a. Hinges shall be adjustable 5-knuckle, institutional grade, and 2-3/4" overlay type with hospital tip. Anchor hinges with engineered screws (no wood screws)
 - b. Hinges shall be stainless steel with satin finish
 - c. Pulls for drawers and swing doors shall be ADA compliant one piece semi-recessed molded contour finger pulls
 - d. Catches shall be nylon roller or friction type.
 - e. Drawer slides shall be heavy duty, side mounted type, equipped with heavy duty ball bearing nylon wheels and automatic positive stops.
 - f. Locks shall be half mortise design with only round cylinder exposed, five tumbler cylinder, keyed separately with master key: satin finish.
 - g. Shelf clips shall be heavy duty design to hold shelf in place.
- 4. Accessories: Provide accessories appropriate to the cabinet's function.
- 5. Warranty: Provide manufacturer's standard 5-year warranty against defects in material and workmanship.
- 6. Basis of Design Product: LSI Casework, Line L44.

12.03 Science Casework and Laboratory Equipment

- 1. Basis of design shall be Kewaunee Scientific Corporation, Signature Series.
- 2. Provide modular laboratory casework, including tops, ledges, filler panels, knee space panels, supporting structures and miscellaneous items of equipment as specified or scheduled.
Casework shall minimally include:
 - a. Demonstration tables
 - b. Student tables
 - c. Storage cabinets
- 3. Science Casework and related furniture shall be of oak construction. Base cabinets and case units shall be lipped style construction having drawer heads and hinged doors with radius edges, overlapping cabinet and case openings on all edges. Face frame construction cabinets or cases are not acceptable.
- 4. Cabinets shall be constructed with flush interiors having no offsets, to maximize drawer and cupboard space and for ease of maintenance.
- 5. Cabinets shall be assembled using blind mortised and tenoned (or rabbeted) joints, glued and screwed together in accordance with best cabinet maker methods. Pinned or doweled construction is not acceptable. All exposed joints shall be closely fitted and tight, showing no open joints.
- 6. All exposed corners shall be rounded.
- 7. Counter and table tops shall be 1" thick, chemical resistant, solid monolithic molded modified epoxy resins with surface coating; black color.
- 8. Hardware shall be stainless steel with satin finish.
- 9. Provide manufacturer's standard 5-year warranty against defects in material and workmanship.
- 10. Equipment shall typically include:
 - a. Peg boards
 - b. Lockable storage for hazardous materials

- c. Safety eyewash stations. Station must have floor drain.
- d. Fume hoods, equipped with worktop, base cabinet and specified accessories.
- e. Utility service outlet accessory fittings, electrical receptacles and switches shall be listed in the Specifications, equipment schedules or shown on Drawings as mounted on the laboratory furniture.
- f. Laboratory sinks, cup sinks or drains troughs, overflows, and sink outlets with integral tailpieces.

12.04 Darkroom Casework

Provide darkroom enlarger stations with drawer dividers to provide light safe drawers. Darkroom enlarger station countertops and table tops shall be 1" thick, chemical resistant, solid monolithic molded modified epoxy resins with surface coating; black color.

12.05 Music Casework

Casework shall be designed for appropriate storage of music instruments, stands, sheet music and teaching aids. Casework shall be constructed of industrial grade particle board with plastic laminate finish selected from manufacturer's standard finishes. Musical instrument storage cabinets and racks shall be specifically designed and engineered for the storage and protection of the instruments stored, shall meet specified minimum performance standards, shall be chip and abrasion resistant under normal usage, and shall protect instruments from damage under normal school use. Each individual compartment shall have a welded steel grill door with non-binding, 180 degree, five knuckle safety tip hinges and a one-piece finger pull / padlock hasp with integral door stop feature and no moving parts. Hardware finish shall be white epoxy powder coat. Provide manufacturer's standard 5-year warranty against defects in material and workmanship.

Basis of Design Product: LSI Corporation of America, Inc. 8200 Series or Musical Instrument Storage System by TMI Systems Design Corporation.

12.06 Library Shelving and Casework

Layout shall be presented to the Director of Media Services with a detailed analysis of sight lines for security control. Obtain written approval before coordinating related electrical and data outlets.

(media center furnishings currently being updated.)

12.07 Floor Mats and Frames

For new schools and renovations to existing main entries, incorporate flooring designed to increase safety and decrease dirt infiltration. Consider floor grilles in recessed frames, walk-off mats, and/or heavy-duty carpeting in the vestibule and entrance lobby. As schools often want an entrance mat with their school logo, consider including with contract, so that it can be properly incorporated into overall design.

12.08 Auditorium Seating

1. Basis-of-Design Product: Hussey Seating Company; Quattro Chair System

2. Seating shall be fixed upholstered multiple seating with self-raising seat mechanisms. All seating components shall be provided by a single manufacturer. Seating Layout shall be designed with standards spaced laterally in rows so that end standards are in alignment from first to last row, regardless of whether aisles converge or are of constant width, and so that sightlines are optimized. Seating with integral lighting shall not be used. Provide appropriate accommodations for wheelchairs in accordance with ADA.

12.09 Telescoping Bleachers

1. Provide telescoping bleachers at middle and high school Gymnasiums.
2. The bleacher system shall consist of motor operated, multi-tiered, closed deck seating rows operating on the telescoping principal, and stacking vertically in minimal floor area when not in use.
3. The structural system shall be engineered to withstand all applicable design loads associated with the intended use.
4. Provide non-marring rubber tire wheels designed for wood or synthetic floors and sized appropriately for the specific bleacher.
5. Provide self-storing railings at all exposed bank ends and elevated sections.
6. Coordinate Bleacher layout with ADA requirements for wheelchair seating.
7. Decking and steps shall be plywood.
8. Provide vinyl curtains where necessary to restrict access below bleachers.
9. Motor Operation:
 - a. Provide integral automatic electro-mechanical propulsion system engineered specifically for the requirements of the bleacher system.
 - b. All wiring within the seating bank, as well as all service wiring to the units shall be provided, including remote control panel or pendent control.
 - c. Motors shall be three phase and accessible from the front of the bleachers.
 - d. Controls: Start, stop, forward and reverse in a single control unit together with appropriate safety limiting features.
10. Provide manufacturer's standard 5-year warranty against defects in material and workmanship.
11. Basis of Design: Hussey Seating Company; Model MAXAM, Model MXM 26 Series.

12.10 Site Furnishings

1. Provide a bike rack at all new schools.
2. Designers are encouraged to design inviting outdoor spaces for the students and the community. Consider integrating the design of benches, trash receptacles, and outdoor tables with the overall design of the project.

DIVISION 13 SPECIAL CONSTRUCTION

13341 Exterior Bleachers

1. Provide aluminum bleachers at high school baseball fields, softball fields and tennis courts complete with bench seats, and all related appurtenances, fittings and accessories. Attach bleachers to a concrete slab extending to walkway system.
 - a. 5 rows high, 10' deep x 21' long
 - b. 42" central aisle with steps
 - c. Appropriate guardrails
 - d. Access ramps and space(s) for wheelchair shall be provided, per ADA.
 - e. Basis of design: Dant Clayton Alum-A-Stand.

14210 Electric Traction Elevator

Provide passenger elevator(s) as needed to comply with A.D.A. requirements.

Elevators should be of practical size with basic, easily maintained finishes.

Elevators in school settings are often (mis)used to carry freight, causing frequent break-downs and expensive maintenance, so a heavier-duty model is desired.

Doors should be sized to accommodate a stretcher in the event of an emergency.

1. Basis of Design: KONE EcoSpace. Manufacturers that require proprietary tools for maintenance are not acceptable.
2. Provide key controlled access, cab telephone, and tie-in to fire alarm system.
3. All controls shall be open access, non-proprietary controls.
4. Provide a gearless traction elevator with machine room-less application.
5. Provide the appropriate number of elevators with a minimum rated capacity of 3,500 lbs., with manufacturer's recommended speed for the particular installation.
6. Main power supply shall be 208, three-Phase, with a separate equipment grounding conductor.
7. Car lighting power supply shall be 120 Volts, single-phase, 15 Amp, 60 Hz.
8. Machine room-less controller(s) shall be located adjacent to the hoist-way at the top landing in a controller space.
9. Machine and Governor
 - a. The machine shall be AC, gearless, mounted at the top of the hoist-way.
 - b. Provide a tension type generator.
 - c. In the hoist way, provide an emergency stop watch in the pit and terminal stopping switches.
 - d. In addition, components shall include buffers, car and counter weight, positioning system, guiderails and attachments, coated steel belts, steel governor rope, and hoist-way entrances.
10. Car Components
 - a. Include car frame, steel cab, emergency car lighting, emergency pulsating lighting, fan, handrails, threshold, emergency exit contact, roller guides, platform, and certificate frame.
 - b. Finishes for the car front and car door shall be stainless steel.
 - c. Provide an aluminum egg crate suspended ceiling.
 - d. Submit interior cab finishes to the DeKalb County School District for written approval.
11. Signal Devices and Fixtures
 - a. A car operating panel shall be provided which contains all push buttons, key switches, and message indicators for elevator operation.
 - b. The emergency call button shall be connected to a bell that serves as an emergency signal.
 - c. Provide buttons with raised numbers and Braille markings, to comply with ADA.
 - d. The help button shall initiate two way communications between the car and a location inside the building and switching over to another location if the call goes unanswered.
 - e. Provide hall fixtures with necessary push buttons and key switches for operations.
 - f. Provide elevator car position indicator, car lantern, and chime.

14420 Wheelchair Lifts

New building design should not include mechanical solutions, other than enclosed elevators, for ADA accessibility. Vertical platform lifts can be considered for renovations only, if ramps or other ADA acceptable devices are impractical. Inclined stair lifts shall not be used.

1. Basis of design: Garaventa
2. Provide a vertical platform lift with a minimum rated load capacity of 750 lb., a travel speed of 9 fpm, lifting height as required by the design condition, and a minimum platform size of 37" X 51" with a non-skid surface.
3. Capacity of the motor shall be not less than 3/4 horse power with instant reversing motor.
4. Colors selection(s) shall be submitted to DCSD.
5. Control switches shall be provided at accessible locations on the upper and lower elevations.
6. Install a runway enclosure to prevent obstructions from entering the underside of the platform lift, when the lift is above the lowest elevation. If it is not practical to install a runway enclosure, the platform lift shall be equipped with an obstruction panel that will stop the downward travel if an obstruction is encountered.
7. Provide an illuminated emergency stop alarm switch to signal for assistance in the event of an emergency.
8. Provide 42" high gates with a combination mechanical lock and positive opening electric contact at the upper and lower levels. Platform panels must be 42" in height.

DIVISION 15 MECHANICAL

Kitchen Hood

1. Double shell design consisting of an inner exhaust canopy with minimum 86% supply air ratio, constructed of heavy gauge stainless steel exterior.
2. Hood shall be installed per NFPA 96, with 96" clearance from floor to bottom edge of hood.
3. Hood shall have fire suppression ("Ansul") system, wired to the main fire alarm panel, installed in cabinet on end of hood. Complete electrical and gas shut-offs shall be located at hood. pe and Fittings

Piping and Drains

1. All mechanical piping and equipment supports exposed to the elements shall be primed, painted, and clearly labeled to mark their service.
2. Victaulic piping shall be Schedule 40 only, and must be installed by factory-trained installers. Couplings shall have rubber stops.
3. All gas piping used in kitchen shall be hard black piping. Flexible connections are acceptable on drops; however, no quick disconnects shall be used.
4. Vent stacks shall be located sufficiently far away from air intakes of HVAC equipment to prevent drawing odors back into the building.

5. To prevent sewer gas odors from being pulled into roof top units a 25' separation shall be maintained between sewer vents and HVAC fresh air intakes.
6. Domestic Water pipe shall be Type L copper with lead-free joints, chrome plated brass or copper where exposed.
7. Domestic water supply lines from street main / meter to the building shall be copper with progress fittings (preferred) or Schedule 80 ductile cast iron (no PVC) with thrust blocks and tracer wire.
8. No saddle tees shall be permitted.
9. Provide T fitting at water supply to Custodial Sinks, Kitchen dish machines, and pot sinks for installation of sanitizing chemicals.
10. Drain and vent pipes from middle and high school science labs to acid dilution tanks shall be acid resistant polypropylene or CPVC. All other drain pipes shall be cast or ductile iron to resist mechanical cleaning.
11. In all science lab prep rooms, water taps and electrical service shall be installed for distilled / ionized water production equipment.
12. A grate with a funnel to prevent splashing shall be provided at floor drains that receive discharge water from sinks that require an air gap, such as food handling sink in the kitchen.
13. Provide barrier to rodent infiltration where pipes penetrate from the exterior.
14. Provide pressure reducing valve (PRV) in boiler room.

Reduced Pressure Zone Assemblies

Reduced Pressure Zone assemblies for back-flow prevention shall be installed as required by code for all new facilities and major renovations. Pressure reducing valve and backflow preventer shall be located in the main meter vault.

Design Professionals please note: even if a project's scope of work does not involve plumbing, the DeKalb County code officials may require upgrading existing facilities to meet this requirement in order to obtain a Building Permit or Certificate of Occupancy for any work done at the facility.

Grease Interceptors

For all new or renovated kitchens, grease interceptors shall be installed on the exterior of the building in a readily-accessible location. Design professional must coordinate with DeKalb County Watershed Management's Fats, Oils and Grease (FOG) Management program.

Traps

1. All traps must be located for ease in access for maintenance. Do not conceal in wall.
2. Trap primers shall be solenoid type, with direct digital control by the energy management system. Do NOT use pressure drop primers. PROPRIETARY Standard of Design: ASCO RedHat Solenoid Valve 24volt /60 Hz coil, 8210G094.

Plumbing Fixtures

2234.015	American Standard	"Madera" Elongated Flush Valve Toilet
3043.001	American Standard	"Madera" 17" ht. Elongated Flush Valve Toilet
C106C	Comfort Seats (JSC)	Commercial Elongated Open Front Toilet Seat
6541.511	American Standard	Allbrook Urinal (Waterless urinals shall not be used)
111 XL	Sloan	Regal Flushometer - toilet
186 XL	Sloan	Regal Flushometer –urinal

V-500-AA	Sloan	3/4" x 15" Vacuum Breaker (Retrofit urinals)
0355.012	American Standard	"Lucerne" Wall-hung Lavatory
629203C	Watts	Grid Drains
B-0871 T & S	Cast Brass Centerset 4" Faucet (Low flow aerators) (ADA compliant: use on all lavs)	
102 E-Z	Lav Guard 2	Under Sink Pipe Covers
EZS8	Elkay	Water Cooler – Lt. Granite (Retrofit)
EZSTL8C	Elkay	Bi-level Water Cooler – Lt. Granite (New)

Sinks:

1. Kitchen : Prefer T&S Brass Kitchen faucets.
2. Custodial Sinks: floor type with hot and cold water and hose connection on mixing valve.
3. Wash fountains / stations: Basis of design: Bradley Co.
4. Kitchen hand wash sink shall have touch less, low voltage or foot operated faucet controls. Basis of design: T&S Brass
5. Art Room Sinks: stainless steel, deep and wide without dividers, equipped with gooseneck faucets, equipped with plaster traps. Basis of design for trap: Zurn solid interceptor Z-1181.

Hose Bibs:

1. Interior: Provide a key operated hose bib at each multi stall restroom. Mount on wall below a lavatory.
2. Exterior: Provide freeze-protected hose bibs in key-access wall boxes spaced approximately 200' around the building perimeter. Provide one bib at each outdoor art lab space.
3. Exterior Play Fields: Provide freeze-protected hose bibs in key-access ground boxes adjacent to all play fields.

Water Heaters:

Preferred manufacturers are Rheem and Rudd. Provide hot water at Adult Restrooms, Kitchens, Custodial sinks, Work Room sinks, Gym, "Lab" (Science, Career Tech, and Art) demonstration and clean-up sinks, and all showers. Provide hot water in all clinic areas and at any sinks where adults are providing diapering and/or toileting assistance for special needs students. Provide hot water at student battery restroom closest to cafeteria. Provide anti-scalding devices on all sinks in areas accessible to students. Provide cold water only at any student lavatories and Classroom sinks not listed above.

Water Fountains:

Provide electric water coolers in locations, quantities and design in compliance with all codes. Provide "bubbler" water fountains attached to sinks in duplex restrooms in new kindergarten and first grade elementary school classrooms. Water fountains attached to sinks do NOT count towards Georgia Department of Education minimum drinking fountain requirements.

Fire Protection

1. All new school facilities and additions constructed for DCSD shall be protected with an automatic fire sprinkler system, per currently adopted Life Safety Code, NFPA 13 and Georgia state modifications. Sprinkler system and other fire protection equipment shall be provided in accordance with building codes and local requirements.
2. For additions, consideration should be given to retrofitting a fire suppression system in the existing structure to integrate protection of the entire facility.
3. Coordinate design of sprinkler system with design of built-in furniture and storage units such as music instrument storage units.

4. Install pressure reducing stations as required if main water pressure fluctuates and exceeds fire protection system working pressure.
5. Smoke detector devices need to be installed in a manner that preserves accessibility for maintenance.
6. Require in the specifications for the subcontractor to program systems a minimum of two times in coordination with the Owner's direction. Prior to each programming, the subcontractor is to prepare a draft outline of the program for the Owner's review.
7. Adjacent to riser locations, fire protection designer should provide key plan, showing which lines serve particular part of building. Plan should be mounted in protective frame for quick reference in an emergency.

Heating, Ventilation and Air Conditioning

1. Due to their ever-increasing complexity, it is imperative that building mechanical systems interface correctly to provide safe and efficient operations for the life of the building. All building mechanical and electrical system construction shall be thoroughly checked for proper operation. Full commissioning is recommended.
2. Architect and engineers shall design HVAC system with total life cycle costs in mind, using most practical approach for each project. Submit calculations for sizing HVAC units to DCSD for review and approval. DCSD maintenance staff shall fully approve all mechanical components.
3. HVAC shall be provided in classroom areas by water source heat pumps or self-contained wall mounted units (basis of design: Bard Manufacturing).
4. Water source heat pumps units shall be resettable from temperature sensor or thermostat, not from disconnects.
5. Water source heat pumps shall be extended range type with expansion valves. Cap tubes are not acceptable.
6. Separate packaged units shall provide HVAC at the following spaces:
 - a. Auditorium
 - b. Administrative Offices
 - c. Counseling Offices
 - d. Media Center
 - e. Cafeteria
 - f. Kitchen
 - g. Dry Storage
 - h. Gyms and P.E. Areas, including coach's offices
 - i. Cafeteria manager's office
 - j. Network Server Rooms
 - k. Security Camera End Equipment Room
 - l. Other rooms with temperature sensitive equipment (i.e., telephone equipment, Stadium Press Box)

Areas Requiring Special Considerations for HVAC

1. Locker room air conditioning and ventilation shall be designed to address humidity and odor control.
2. Media Center HVAC:
 - a. Office and work room and conference rooms shall be placed on independently controlled, separate zones.

- b. Active humidity control shall be included in the media center HVAC design. A “moisture miser” or ERU shall be installed in Media Center RTU.
3. All corridor, stair and elevator HVAC units shall have ducted return air, taking care to pressurize space.
4. All computer based electronic equipment that should be located in an air conditioned space. Do not locate telephone, MDF, IDF equipment or security camera head-end racks in Mechanical or Electrical Rooms. Locate telephone equipment in a separate room or in a combination room with MDF, IDF equipment and security camera head-end racks, all of which require similar constant year-round temperature control. Heating and cooling for these rooms must be capable of maintaining ambient temperatures as required, independently of the operation of the main building HVAC systems. Consider designing this system to accommodate additional heat load (30% more than current load) created by equipment that may be added to these rooms in the future.
5. Independently controlled, ductless split cooling systems shall be supplied for main server rooms to provide cooling separate from the building system. Power for this system shall be tied to emergency panel for generator back up.
6. Art Suite Kiln and Dark Room ventilation shall be designed to address the special conditions in these spaces. Where possible, locate these spaces on exterior walls for convenient venting. Art Suite air shall exhaust directly to the exterior and shall not re-circulate into the building return air system. Acceptable manufacturers: Vent-A-Kiln; Barry Blower; ILG

HVAC Ionization

Acceptable manufacturer: Global Plasma Systems

Equipment

Exhaust fans shall be provided per code.

Acceptable manufacturers: Greenheck, Cook, Jennaire, Gaylord, Halton, CaptiveAire

Kitchen Hood shall be a double shell design, constructed of stainless steel, consisting of an inner exhaust canopy with minimum 86% supply air ratio. (See Division 11)

Cooling Towers must include basin heater; open loop tower with heat exchanger, stainless steel. No sand filters are allowed. Heat tape shall be provided on all make-up water lines.

PROPRIETARY manufacturer: Evapco

Water treatment (include 2 year service agreement)

Preferred provider: Superior Water Services, Inc.

All boilers shall be hot water tube type with factory start-up. Three-way mixing valve must be installed on all boiler loops with the actuator supplied by CCI.

Acceptable manufacturers: Ajax; Rite; Apac

Chillers shall be air-cooled, with factory start-up and 5-year service plan included.

PROPRIETARY manufacturer: Carrier Corporation

Water loop pumps shall be installed in a manner that preserves service access.

Acceptable manufacturers: Bell & Gossett, Flo-Fab, Patterson, Taco, Inc. and Armstrong

Dehumidification Units

PROPRIETARY manufacturer: Munters Corporation

Energy recovery units shall be provided.

PROPRIETARY manufacturer: Munters Corporation

Heat Exchanger shall be plate and frame type and must be located in a mechanical room; no exterior installation is allowed.

PROPRIETARY manufacturer: Sondex Inc.

Flow Controls and Balancing Valves for Supply and Return Line Assemblies

Acceptable manufacturers: Flow Design, Inc., Griswold, Bell & Gossett

Automated Temperature Controls and Energy Management System

Proprietary Product: Direct digital control system sole source is STAEFA TALON. Submit listing of control points for approval by DeKalb County School District.

Building automation system controls shall be Web Control by CCI only.

Media Center shall be equipped with humidity sensors.

See DIVISION 16 ELECTRICAL for non-revenue metering connected to building automation system.

Roof-Top Unit Security

All new roof top units (RTU's) shall be protected by a steel cage constructed of vertical and horizontal support bars with expanded metal reinforcements. The preferred manufacturer and product is AC Armor's Commercial Armor, www.acarmor.net. All RTU Security Cages shall consist of the following:

1. Custom solutions to fit each individual roof top unit
2. 1-inch, 14-gauge tube steel framing
3. Fully Mig welded
4. ¾-inch square solid steel stem system
5. #9 expanded metal mesh covering access to copper coils
6. Fully serviceable access panels
7. 1/8-inch threaded tabs
8. 3/8-inch theft resistant bolts with access tool to secure unit
9. 1.25-inch theft resistant bolts to secure 5-inch cross anchors
10. 4-inch square steel base plates at each leg to ensure proper load distribution with ¾-inch thick roofing pads under each base plate
11. There shall be no modification to the roofing system or impact to the roofing warranty
12. Primed and painted for rust prevention

HVAC Security System shall be installed on all new exterior HVAC units. Basis of Design: Warning Watchdog Alarm System.

DIVISION 16 ELECTRICAL

1. **Electrical Panels:** Placement of electrical panels in areas normally accessible to students, particularly corridors, is to be avoided whenever possible. Electrical panels and other devices located at areas normally accessible to students shall have solid front panels without louvers. If ventilation is required by the code, it shall be provided in such a manner as to prevent students from inserting small objects into the electrical panel or device. Such panels or devices shall be located in special purpose locked rooms if possible.
2. **Electrical Service Expandability:** The electrical service for the building and overall site shall be designed to accommodate future loads for building expansion and future portable classrooms. (See DIVISION 1 – Core Capacity and Future Portable Classrooms). A "spare" breaker shall be installed to power a future distribution panel near the portable site(s), to provide electrical service to the portables. Conduits of sufficient size, as required to serve the remote future portable classroom distribution panel shall be installed from the main electrical distribution

panel and capped until needed. Intercom, security and other systems shall be expandable for the number of additional portable classrooms noted above.

3. Conductors and Grounding:

- a. Aluminum wiring shall not be used on the building side of the meter. Plenum-rated low-voltage cabling may be used in lieu of conduit, if cost effective. Provide cable tray or hooks at hallway for low voltage cabling.
- b. Plenum rated cabling shall only be used on the interior of buildings where appropriate and approved by Codes. Only products that are rated and intended for use outdoors shall be used on the exterior of buildings.
- c. Low voltage cable shall be properly suspended throughout with "J" hooks, not allowed to rest on ceiling tile or grid.
- d. Conduit shall be run in a manner that preserves service access to all adjacent equipment.
- e. Provide junction box at center of room with service loop.
- f. Engineered cable management systems such as Reloc are acceptable.

4. Overload Devices for Motor Starters: Motors shall be equipped with a solid state overload protection device with an adjustable trip point rather than thermal overloads. Phase protection devices shall be provided on all HVAC equipment.

5. Power Outlets

- a. Provide at least one 110 volt duplex outlet on each wall and an average of one per eight feet of wall.
- b. Provide at least one 110 volt dedicated duplex outlet for each designated computer outlet. (One 4-plex outlet for each pair of computer outlets)
- c. Provide one 110 volt, 20 AMP GFI duplex outlet adjacent to each sink counter.
- d. Provide special voltage outlets for designated equipment such as large printer/copy machines and other special equipment.
- e. Coordinate power connections of appropriate voltage and phase to all electrical equipment.
- f. Provide master power switch at Science, Computer, Business and Career Technology Education Labs.
- g. Provide power outlets in ceiling for drop down lighting in art lab for still life and figure drawing and for small power tools in Engineering Technology lab.
- h. Provide Darkroom outlets at each enlarger station for enlarger and timers.
- i. Floor outlets: Cover plates of carpeted spaces shall be flush with surrounding floor and match the selected floor materials/color.

6. Light Fixtures

- a. LED fixtures shall be used throughout.
- b. The interior lighting design shall minimize fixture types and incorporate standardized lamp inventory to the extent practicable.
- c. Light levels shall comply with GADOE standards.
- d. General interior lighting shall be provided by recessed 2' x 4' fixtures unless noted otherwise. A safety cable should be attached to the fixture, cover reflector and lens.

- e. Basis of Design for LED 2'x4' Fixture: Columbia Lighting LIT24-40MLG-FSA-EDU.
 - f. Provide acrylic lenses as standard; polycarbonate lens are recommended for low ceilings in corridors, stairs and locker rooms.
 - g. Lighting in gymnasiums, storage areas, mechanical and electrical rooms should have metal cage protection.
 - h. Lighting in damp locations, such as locker rooms and kitchens, should have vapor retardant gasket lenses.
 - i. "No hold," 6 hour mechanical timers shall be used for mechanical space lighting control.
 - j. The use of incandescent fixtures or dimming electronic ballasted fixtures shall be limited to special situations, such as theatrical lighting.
 - k. Typical classrooms, labs, Media Centers, other Instructional spaces and Cafeterias shall be equipped with dimmers or multiple switches in order to control light levels.
 - l. In halls and cafeterias, lighting shall be controlled by key switches (Leviton Key #555000) not toggle switches.
 - m. If project includes new lighting mounted at high ceilings such as in gymnasiums and cafeterias, a mobile scissor lift shall be provided for the school's use, with space provided for storing the lift.
7. **Motion Sensors:** Hallways, classrooms, labs and other instructional spaces shall be equipped with motion sensors that will automatically turn the lights off and place the switches in the off position when a hallway or room is not occupied. Connect motion sensors to HVAC control system. Review characteristics of system and possible additional rooms to be included with DCSD Facility Services for review and approval prior to incorporation into the construction documents.
8. **Gym Lighting**
- a. Gym lighting fixtures shall be standardized for cost efficiency to the extent possible.
 - b. Provide multi-level lighting at all gyms by means of switching, not dimming. High school and middle school gyms shall have multi-level lighting for recreational use and competition use at 60 fc, per athletic association requirements.
 - c. Gym lighting fixtures shall have fixture, lens and guard safety chains to prevent these components from falling when damaged by impact.

9. Auditorium Lighting

- a. Stage, Drama and Broadcast Video Labs shall be equipped with performance lighting which shall be incorporated into the Scope of Work for all new school projects. The Design Professional shall be responsible for employing a qualified professional Lighting Designer to develop appropriate Design and Construction Documents. General lighting in auditorium shall not be positioned over seats; consider wall sconces, or ceiling mounted fixtures positioned over aisles. Drawings and Specifications shall be submitted to DeKalb County School District Drama Coordinator and Facilities Services for review and approval.
- b. Scope of work shall include overhead pipe grid, dimmable theatrical light fixtures, wiring and control system.
- c. Provide separate work light system.
- d. High School Auditorium front overhead stage lighting shall be accessible from a catwalk; drop light mounting is unacceptable.

- e. Provide aisle lighting at floor level.
- f. See Division 11 EQUIPMENT- Theatrical/Stage Equipment for Catwalk access for stage lighting.

10. Exit and Emergency Lighting: Provide exit lights and emergency lighting fixtures required by code. Connect all emergency and exit lighting fixtures to the generator. In large areas without exterior windows, such as an auditorium, consider adding a small number of emergency lights on battery back-up, to provide light during generator start-up time. Provide L.E.D. exit lights on emergency circuits in quantities and locations in compliance with all applicable codes.

11. Emergency Electrical System

- a. All new DeKalb County Schools shall be equipped with an automatic emergency electrical generation system. New Generator systems shall be included in major renovation projects at school sites that do not have generators. Any existing generators older than 15 years shall be replaced during major renovation projects.
- b. The system shall include, but shall not be limited to, a natural gas engine and electrical generator with vibration control, automatic engine starting system with batteries, instrument panel, weather-protective housing, enunciator panel, exhaust silencer and accessories. The generator shall be pad-mounted on the exterior of the building, protected by chain link fence.
- c. Minimum Size:
 - i. Elementary schools: 60 KW, 480/277 volts.
 - ii. Middle and High schools: 80 KW, 480/277 volts.
- d. The system shall be adequately sized for and be connected to the following:
 - i. Emergency exit and emergency lighting fixtures (battery pack fixtures shall not be used unless noted otherwise)
 - ii. Minimum of one light fixture in each classroom
 - iii. Fire alarm system
 - iv. Intercom system
 - v. Telephone system
 - vi. Security System including cameras, Intrusion alarm, access control, and door power supplies
 - vii. Main server (MDF) room: All outlets; Air conditioning package unit
 - viii. Walk – in freezer/cooler (usually 208 volt, 3 phase)
 - ix. One outlet in principal's office to maintain phone and computer
- e. Some of the electronic loads listed above also need to have a small UPS/surge protector to carry the electrical loads from the point of power interruption through start-up of the generator. Specifically, the intercom system, the telephone system switch, and energy management system main panel need to be served in this manner. Normal / Emergency Generator outlets shall be color coded / placarded in accordance with NEC. Acceptable manufacturers: Cummings, Kohler, Generac, Detroit Diesel
- f. Two-year total service warranty contract shall be standard, with three-year extension included.
- g. For generators with KVA loads equal to or greater than 100 KVA, Georgia Power requires the Automatic Transfer Switch (ATS) open transition transfer to have a mechanical interlock; reference Georgia Power's Distribution Bulletin No. 18 – 23, Section 4.2. The following actions are required:

h. Documentation

- i. DCSD Project Manager shall prepare following Georgia Power documents, and secure signature of DCSD Executive Director of Facilities:
 1. "Application for Emergency and Standby Generation Installation & Operation"
 2. "Statement of Responsibility for Operation of Emergency or Standby Generation on the Georgia Power Company Distribution System"
- ii. DCSD Project Manager shall forward signed forms to the attention of Georgia Power representative.
- iii. DCSD Project Manager shall notify Georgia Power when ATS is installed.
- iv. DCSD Project Manager shall schedule Georgia Power to inspect and photograph the mechanical interlock installation.
- v. Georgia Power representative shall forward both documents (items 1 and 2) along with photographs, to the DCSD Project Manager.

12. Exterior Lighting Fixtures: Safe lighting of our buildings, parking lots, and walkways to protect our building occupants is of paramount importance to DCSD. The designer is responsible for coordinating the overall design of the site lighting. Non-building –mounted lighting for parking areas and drives will be provided by the Georgia Power.

- a. Provide adequate exterior lighting at building parking and walkway areas for security to employees and building. Fixtures shall be energy efficient, vandal resistant, 277 volt metal halide. Building wall packs shall be 250 watt or LED or compact fluorescent; parking lot lights shall be 400 watt. Exterior fixtures shall be controlled by building automation system with local override and photocells.
- b. All exterior lighting shall be controlled by an energy management system with astronomical clock and local override switch.
- c. Divide controls for site lighting into zones that can be operated independently. Submit design for zones to DCSD for review and approval.
- d. Local override shall be momentary contact switch tied to building automation system.
- e. Consider outside lighting at Art Patio for evening events.

13. Sports Field Lighting: The Design Professional shall develop complete drawings and specifications to describe sports field lighting similar to those currently installed at existing DeKalb County High Schools. Specifications shall be equal or above GHSA spec lighting manual, available at www.ghsa.net.

- a. Sports lighting shall be provided at the following fields:
 - i. Football / Track Stadium: 360'x 160'
 - ii. Baseball Field: 330' x 380" x 330' plus batting cage area
 - iii. Softball Field: 200' x 200' x 200' plus batting cage area
- b. Sports lighting shall provide environmental light control, with the primary goal to not negatively impact the adjacent community with excessive spill light and glare. Design lighting system to provide maximum spill and glare control. The specifications shall require a photometric report from an independent or certified testing lab certifying that the luminous intensity from any one fixture does not exceed the following criteria:
 - i. Football / Track Stadium: 12,000 candelas at 84 degrees above nadir
 - ii. Baseball Field: 12,000 candelas at 83 degrees above nadir

- iii. Softball Field: 12,000 candelas at 83 degrees above nadir
- c. Lighting system shall be designed with life cycle costs in mind. It shall be energy efficient and cost effective to operate. Maximum energy consumption based on 5,000 hour operating cycle:
 - i. Football / Track Stadium: 105.0 kWh or less
 - ii. Baseball Field: 77.0 kWh or less
 - iii. Softball Field: 33.0 kWh or less
- d. The lighting system shall be designed such that the light levels are guaranteed for a period of 25 years. Each manufacturer shall provide, along with bid, a recommended lamp maintenance schedule required to provide guaranteed light levels for 25 years:
 - i. Football / Track Stadium: 50 foot candles
 - ii. Baseball Field (Infield): 50 foot candles
 - iii. Baseball Field (Outfield): 30 foot candles
 - iv. Softball Field (Infield): 50 foot candles
 - v. Softball Field (Outfield): 30 foot candles
- e. The Design Professional shall develop detailed specifications for measuring the uniformity of these basic standards.
- f. Lighting system must be designed to comply with current applicable building codes and minimum 100 mph wind speed. Cross arms shall be designed to withstand minimum 150 mph winds and maintain luminaire aiming alignment. All components shall be designed as a system and shall include, but not be limited to:
- g. Galvanized steel poles with climbing steps and safety harness. Poles shall have pre-cast concrete foundation with concrete backfill or concrete anchor bolt type foundation. Exposed steel shall be a minimum of 18" above grade; direct buried steel poles will not be permitted. Concrete or other single piece poles requiring use of heavy equipment that may damage the site will not be permitted.
- h. All exposed components shall be designed of appropriate corrosion resistant materials.
- i. Die-cast aluminum housing shall be used for luminaire reflector system.
- j. Remote ballast, capacitors, fusing and safety disconnects for luminaries shall be located in an aluminum enclosure on each pole approximately 10' above grade.
- k. Wire harness system shall be designed for trouble-free installation.
- l. System shall include lightning protection.
- m. All components shall be UL listed.
- n. Momentary power interruption illumination system shall be provided to provide coverage during failure of primary system.
- o. Specifications shall describe an appropriate standard for measuring compliance of the installed system and requirements for correcting non-compliance.
- p. Include in the bid one set of replacement lamps rated at 5,000 hours or two sets if rated at 3,000 hours. Also include preventative and spot maintenance (parts and labor) for 25 years. Coordinate details of DeKalb County School District requirements for remote controls and incorporate those requirements into the specifications.

14. **Data Cabling System:** Provide Data Cabling System for computer network and equipment in accordance with the current DCSD Technology Plan. See APPENDIX to Design Guidelines – Data Cabling System.

15. **Telephone Cabling System:** DCSD will provide the telephone switch and individual phones for each required location. Construction contract shall provide telephone cabling and equipment. See APPENDIX to Design Guidelines – Telephone Cabling System.

16. Detection Systems

- a. Security alarm and Security Surveillance Camera Systems will be furnished by DCSD under contracts separate from building contracts for new schools and additions. Coordination between the separate contractors will be required to maintain occupancy schedules.
- b. Designer for Security Surveillance System shall coordinate design of security systems with DCSD Director of Safety / Security.
- c. Front desk design at Elementary Schools shall allow 2 Monitors to be mounted out of view of visitors.
- d. See APPENDIX to Design Guidelines – Security System for general requirements of Security System and the specific Video Surveillance Specification prepared for each project.

17. Master Television Systems

- a. Media centers shall have broadcast capabilities to provide video programming throughout the building.
- b. Provide drops in all spaces except storage mechanical, custodial and kitchen areas. Coordinate Master TV Systems with DCSD MIS.
- c. Cable TV signal shall be provided to the media center distribution center from the local cable TV vendor.
- d. Provide a complete Master Television Cable System for distribution of “In-House” and local “Cable” channels. Provide two sets of audio / video jacks on front panel for direct insertion of customer equipment. The system shall be wired to allow tuning selected “cable” channels through VCRs for recording or distribution throughout the system and direct distribution of cable channels through system demodulators. Receiver / monitors shall be furnished to provide direct monitoring of programs.
- e. A one line drawing of the entire Television System shall be included in the submittal showing the signal levels in dBmV at the input and output of each device at the head end, tap-off, splitters, and room outlets. The model numbers of all components shall be included in the one line drawing. A detailed drawing of the equipment cabinets, their components, special panels and equipment layout must be furnished for approval (no exceptions).
- f. The television Contractor shall be an authorized distributor for the equipment supplied and maintain his own service organization capable of furnishing all warranty service. A letter shall be included in the submittal stating the above is valid.
- g. The system shall be designed for 50 db signal-to-noise ratio and shall provide a signal level of a minimal of +6dbmv and a maximum of +12dbmv at each outlet.
- h. The system shall be designed to allow program originating and distribution from outlets throughout the system by the addition of proper equipment.
- i. The Design Professional shall be responsible for specifying appropriate equipment, testing and certification.
- j. Acceptable manufacturers: Blonder Tongue; Drake / Dracom; Scientific Atlanta; Jerald

18. **Fire Alarm System:** See APPENDIX to Design Guidelines – Fire Alarm System.

19. Intercom System

20. Proprietary PRODUCT: Central Control Center: Rauland Telecenter VoIP System

21. Intercom system shall be incorporated into the Scope of Work for all new school projects, and shall include a master clock to control bells.

22. Provide intercom call-back system with master station in administrative office and call stations in each normally occupied space. Design Professional to submit detailed catalog information to DeKalb County School District for approval.

23. See APPENDIX to Design Guidelines – Intercom System

24. Public Address System

a. Sound systems shall be incorporated into the Scope of Work for all new school projects. Provide public address systems at the following locations:

- i. Cafeterias
- ii. Gymnasiums
- iii. Auditoriums
- iv. Drama Labs
- v. Football Stadiums

b. Architects shall be responsible for employing qualified professionals to design and develop Construction Documents for public address systems. Design of public address systems shall be appropriate for the acoustical conditions and volume of each space.

c. Drawings and Specifications shall be submitted to DCSD Facilities Services Department; the Supervisor of Interscholastic Athletic Programs, and to the Coordinators of Health and PE, Music and Drama for review and approval.

d. Features and functions shall include:

- i. Solid state in-wall type amplifier
- ii. Built-in speakers
- iii. Microphones designed especially for music pickup, recording and excellent speech reproduction
- iv. Remote microphone outlets appropriate for the type of space
- v. Auxiliary input for future program sources
- vi. Input for school wide intercom program and system announcements
- vii. Fire alarm override if required.

25. **Delivery Door Bell:** Provide a door bell system at the exterior delivery door(s) to alert kitchen and/or custodial staff when deliveries have arrived. The appropriate location for the bell will be a function of the service area layout. The Design Professional shall propose and obtain approval for the bell location(s).

26. Clocks

27. Centrally controlled digital clocks and bell system shall be provided in halls, Cafeteria, Media Center, main Office, and Gym.

28. Provide electrical connection in each classroom and other instructional areas for DeKalb County School District provided electrically operated wall mounted clocks where required.



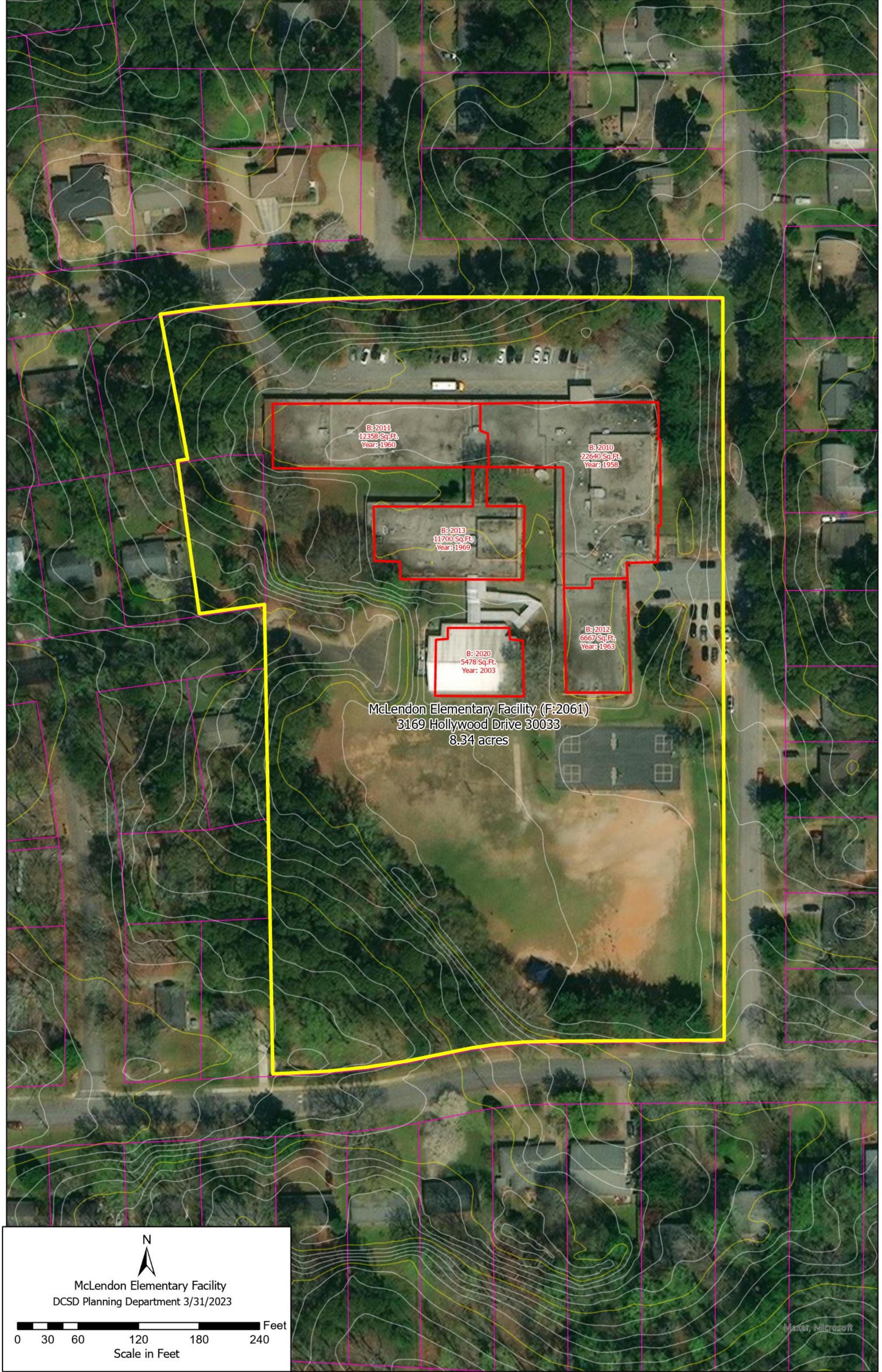
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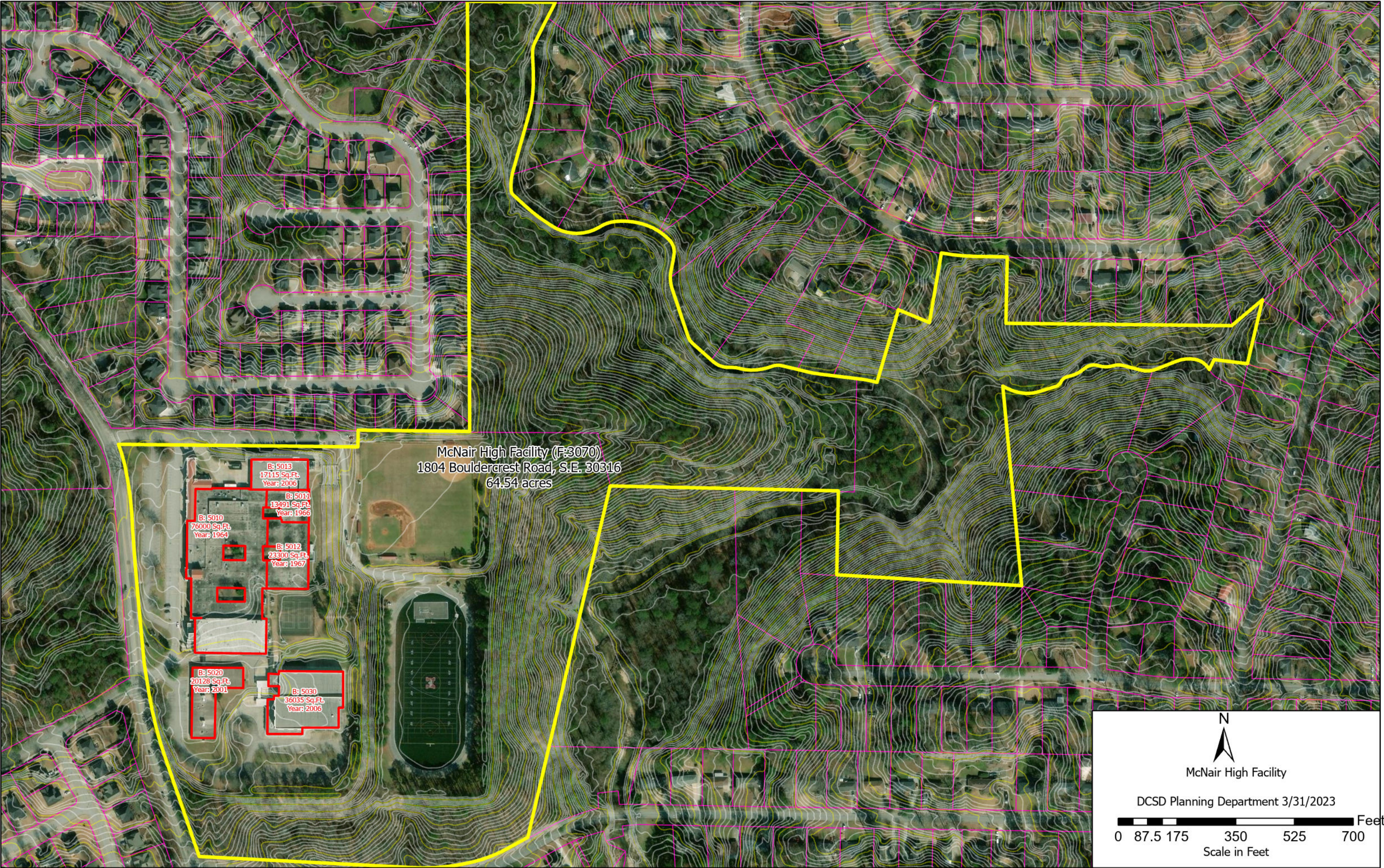
Kittredge Magnet Facility

DCSD Planning Department 3/31/2023

0 25 50 100 150 200 Feet

Scale in Feet





McNair High Facility (F:3070)
1804 Bouldercrest Road, S.E. 30316
64.54 acres

- B: 5013
17115 Sq.Ft.
Year: 2006
- B: 5011
13491 Sq.Ft.
Year: 1966
- B: 5010
76000 Sq.Ft.
Year: 1964
- B: 5012
23300 Sq.Ft.
Year: 1967
- B: 5020
20128 Sq.Ft.
Year: 2001
- B: 5030
36035 Sq.Ft.
Year: 2006



DCSD Planning Department 3/31/2023





Oak View Elementary Facility (F:0305)
3574 Oakvale Road 30034
17 acres

B: 2010
107937 Sq.Ft.
Year: 2004



Oak View Elementary Facility

DCSD Planning Department 3/31/2023



Appendix G1

**STANDARD FORM OF CONTRACT
FOR FIXED PRICE
DESIGN AND CONSTRUCTION SERVICES
BETWEEN
THE DEKALB COUNTY BOARD OF EDUCATION
AND
THE DESIGN/BUILDER
(STATE CAPITAL OUTLAY PROJECTS)**

Design/Builder: _____

Project Name: Kittredge Magnet School

Address: 2383 N. Druid Hills Rd. NE,
Atlanta, GA 30329

Cost Code: TBD

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STANDARD FORM OF CONTRACT FOR FIXED PRICE DESIGN AND CONSTRUCTION SERVICES

This STANDARD FORM OF CONTRACT FOR FIXED PRICE DESIGN AND CONSTRUCTION SERVICES BETWEEN THE DEKALB COUNTY BOARD OF EDUCATION AND THE DESIGN/BUILDER (the "Agreement") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and _____ (the "Design/Builder"). This Agreement is executed under seal and shall be effective on the date executed by the last party to execute it.

This Agreement is for the design and construction of a project identified as:

_____ (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Design/Builder agree as follows:

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

(A) The Contract: The Contract between Design/Builder and Owner, of which this Agreement is a part, consists of the Contract Documents. The Contract shall be effective on the date this Agreement is effective.

(B) The Contract Documents: The Contract Documents consist of this Agreement, all exhibits hereto, Division 1-General Requirements, the Owner's Criteria, any addenda issued by the Owner prior to execution of this Agreement, all Design Documents prepared by or on behalf of Design/Builder and approved by Owner in accordance with this Agreement, Change Orders and Field Orders issued hereafter, any other written amendments executed by Owner and Design/Builder, as well as the following (if any):

all of which are hereby incorporated herein by reference and made a part hereof. The Design/Builder shall create and provide to Owner a list of Design Documents approved by Owner in accordance with this Agreement (the "Design Document List"). The Design/Builder shall include in the Design Document List only those Design Documents that have been approved by Owner in accordance with this Agreement. The Design/Builder shall provide the Design Document List to Owner as and when Design Documents are approved by Owner in accordance with this Agreement, and Design/Builder shall update the Design Document List and provide such updates to Owner as and when Owner approves additional Design Documents, if any, from time to time.

(C) Enumerated Documents Form Entire Contract: Documents not specifically enumerated in Paragraph 1(B) of this Agreement including, without limitation, shop drawings, coordination drawings and submittals of other design documents which are not on the Design Document List, are not Contract Documents.

(D) Complete Agreement: The Contract, together with Design/Builder's and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between Owner and Design/Builder with reference to the Project. The Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties with respect hereto.

(E) Contract Interpreted As A Whole: The Contract is intended to be an integral whole and shall be interpreted as internally consistent. Design Services or Work required by any page, part, or portion of the Contract shall be required.

(F) Provision Of All Things Required: Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by Design/Builder for the Contract Price.

(G) Privity Only With Design/Builder: Nothing contained in the Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between Owner and any person except Design/Builder.

(H) Agreed Interpretation Of Contract Terms: When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. Headings are used herein solely for convenience.

(I) Term "Include" Intended To Be Encompassing: "Include," "includes," or "including," as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation".

(J) Use Of Singular And Plural: Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

(K) Definition Of Material Breaches Not Exhaustive: The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

(L) Order of Precedence: In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents which make up this Contract, interpretation will be based on the following priority, from the highest to the lowest:

- (1) With those of later date having precedence over those of earlier date, Change Orders, (if any), that are signed by both parties to this Agreement and any other written amendments, (if any), that are signed by both parties to this Agreement;
- (2) Addenda, (if any), with those of later date having precedence over those of earlier date;
- (3) This Agreement;
- (4) Supplemental or Special Conditions (if any);
- (5) Specifications;
- (6) Plans, with the following priority:

- (a) As between figures given on plans and scaled measurements, the figures shall govern;
- (b) As between large scale plans and small scale plans, the large scale plans shall govern;
- (7) Owner's Criteria; and
- (8) Design/Builder's Proposal dated _____ (if any).

(M) Conflict in Quality or Standards. Notwithstanding anything in Paragraph 1(L) above to the contrary, if the Contract Documents contain differing provisions on the same subject matter, the provisions that establish the higher quality manner or method of performing the Work or use more stringent standards will prevail. Additional details in a lower priority of Contract Documents shall be given effect except to the extent they irreconcilably conflict with requirements, provisions and practices contained in the higher priority Contract Document. If the Contract Documents contain differing provisions on the same subject matter that cannot be reconciled by applying the foregoing rules, then the provisions (whether setting forth performance or prescriptive requirements) contained in the document of higher order of precedence shall prevail over the provisions (whether setting forth performance or prescriptive requirements) contained in the document of lower order or precedence.

(N) Conflicts with Respect to Owner's Criteria and/or Design/Builder's Proposal: If the Owner's Criteria (as defined in Paragraph 5(B) hereof) set forth, or if Design/Builder's proposal includes, requirements, statements, offers, terms, concepts or designs that can be reasonably interpreted as requirements (in the case of Owner's Criteria) or offers (in the case of Design/Builder's Proposal) to provide higher quality items than otherwise required by the other Contract Documents or to perform services or meet standards in addition to or better than those otherwise required, or otherwise contains terms or designs which are more advantageous to Owner than the requirements of the other Contract Documents, as reasonably determined by Owner, then Design/Builder's obligations hereunder shall include compliance with all such requirements, statements, offers, terms, concepts and designs; provided, however, that should Design/Builder specifically identify and bring to Owner's attention in writing such conflict and specifically reference this Paragraph 1(N) of this Agreement, then Owner may, after reference thereto, select such lesser standards or requirements.

(O) Owner Includes Owner's Representative: Except for the Owner's right to issue Change Orders and except for the Owner's right to execute other written amendments and except for the Owner's obligation to make payments as set forth herein, the term "Owner" as used in the Contract with regard to any matters of administration of the Contract shall be deemed to be inclusive of the term "Owner's Representative."

ARTICLE 2

DESIGN/BUILDER'S REPRESENTATIONS

(A) Specific Representations: In order to induce Owner to execute this Agreement and recognizing that Owner is relying thereon, Design/Builder, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Agreement or the Contract, or implied by operation of law, makes the following express representations to Owner:

- (1) Design/Builder is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain, licensed to practice architecture and engineering and general contracting, if required by law, by all public entities, and any other governmental authorities, having jurisdiction over Design/Builder or the Project;
- (2) Design/Builder has and will maintain all necessary licenses, permits or other authorizations necessary to act as Design/Builder for the Project until Design/Builder's duties hereunder have been fully satisfied;

(3) Design/Builder has and will maintain the expertise, experience, and knowledge as well as the necessary plant, personnel and financial capability to perform the Design Services and the Work in accordance with the terms of the Contract;

(4) Prior to the execution of this Agreement, Design/Builder has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and Design/Builder has observed and determined the conditions under which the Work will be performed, and Design/Builder accepts the conditions of the Work site and has taken those conditions into account in entering into the Contract;

(5) The Design/Builder will prepare all documents and things required by the Contract including, but not limited to, all contract plans and specifications, in such manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable laws, codes and regulations.

(6) Design/Builder assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors, engineers, subconsultants or others employed or retained by Design/Builder in connection with the Project.

ARTICLE 3

DESIGN SERVICES

(A) Generally: Design/Builder shall perform all Design Services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives stated in the Owner's Criteria and the Contract, including all Design Services necessary for the Project to be permitted, properly constructed by Design/Builder and used, operated and maintained by Owner in accordance with all applicable guidelines, requirements and standards. "Design Services" means any and all architectural, engineering and design services required to be performed by Design/Builder pursuant to the Contract and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services. The Design Services shall be performed within the time provided by the Design Schedule for the performance of Design/Builder's Design Services as provided in Paragraph 3(H) of this Agreement.

(1) The Design Services required of Design/Builder under this Contract do not include, unless otherwise amended to the contrary:

- (a) Flood Plain Study and Delineation;
- (b) Wetlands Study and Delineation;
- (c) Offsite Utility System Design;
- (d) Domestic and Fire Water Wells, Towers or Pressure Booster Systems Design;
- (e) Civil Engineering Services, Studies, Drawings/Specifications required for off-site Road Developments/Improvements required for DeKalb County Public Works or Georgia Department of Transportation;
- (f) Interior Design Services other than color selections.

(2) The Design Services required of Design/Builder under this Contract do include, without limitation, building evacuation plans, site evacuation plans, demolition plans (if demolition is applicable), and any and all other services necessary to provide permissible drawings and specifications.

(B) Owner's Review Of Design Services: Subject to Paragraph 13(G) of this Agreement, Design/Builder shall submit all documents produced as part of the Design Services to Owner's Representative for review and approval in accordance with the terms of the Contract. However, any such review or approval by Owner or Owner's Representative shall not relieve Design/Builder of or otherwise diminish its obligations under the Contract. Owner may direct Design/Builder to make changes to any such documents in order to conform such documents to Owner's objectives. Any such changes by Design/Builder ordered by Owner shall not relieve Design/Builder of its obligations hereunder unless, and only to the extent that, Design/Builder notifies Owner in writing within seven (7) days of receipt

of Owner's directive to make such changes of any adverse impact on schedules, budgets, operational costs, operational performance, satisfaction of regulatory requirements, or other adverse impact that may result from such changes. Failure of Design/Builder to submit its notice within said seven (7) day period shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, the Contract Time, or any combination thereof.

(C) Preparation Of Site Information: Design/Builder shall prepare, as necessary, surveys and topographic information including aerial photographs needed to establish line and grade of sewers, location of property lines and easements. Sewer easements, both construction and permanent, shall be referenced to property lines by field surveys, and plans shall include the location of any improvement as it relates to property lines.

(D) Testing Consultant: The Owner, at its cost, shall retain one or more testing consultants (the "Testing Consultant") to provide, subject to the Owner's Representative's approval of the scope of services to be provided, design phase subsurface investigations, construction phase materials testing, and any special inspections required of Owner by Section 1704 Special Inspections of the Georgia State Minimum Standard Building Code (International Building Code 2000, as amended in Georgia). The services referred to in the immediately preceding sentence may be referred to herein as the "Testing Services." The Testing Consultant shall be chosen by the Owner in its sole and absolute discretion, subject only to applicable law. The Design/Builder hereby agrees with Owner that Design/Builder shall be and is responsible for, not later than the time set forth in the immediately succeeding sentence, submitting to the Owner's Representative specifications for the recommended scope of the Testing Services to be provided by the Testing Consultant. The Design/Builder shall submit to the Owner's Representative such proposed specifications for the recommended scope of Testing Services to be provided by the Testing Consultant sufficiently in advance of the Design/Builder's first need for any Testing Services, allowing ample time for the Owner's Representative to review and for revision if required by the Owner's Representative, and in any event, not later than the earlier to occur of: (i) three weeks after the effective date of this Agreement, or (ii) not less than six (6) weeks in advance of the Design/Builder's first need for any Testing Services. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner's Representative shall review and approve, where appropriate, such recommended scope of Testing Services, or any portion thereof. The Design/Builder hereby agrees to coordinate and cooperate with the Testing Consultant in its providing of such Testing Services as may be approved by the Owner's Representative. Without limiting the generality of the foregoing, the Design/Builder specifically agrees to coordinate with the Testing Consultant so as not to delay performance of the Design Services or the Work. Design/Builder's specifications for such Testing Services shall include, without limitation, all design phase subsurface investigations (sometimes commonly referred to as geotechnical services) and all construction phase materials testing required by any applicable law, rule, regulation, code, ordinance, standards, the Owner's contract with the Testing Consultant, this Contract, or otherwise required by prudent design or construction practice in order to evaluate all pertinent subsurface, or geotechnical, considerations and all pertinent construction materials considerations relating to the design and construction of the Project, and shall include a separate statement of any special inspections required of Owner by Section 1704 Special Inspections of the Georgia State Minimum Standard Building Code (International Building Code 2000, as amended in Georgia). Such services may include, without limitation, subsurface investigations, soil and rock boring and other exploration procedures, sampling, destructive testing, field and laboratory testing or other inspection and testing services, and preparing and submitting boring logs and reports or other logs and reports, during pre-construction and construction. The Design/Builder shall carefully review the Owner's contract with the Testing Consultant. Notwithstanding any approval by the Owner's Representative of the Design/Builder's recommended scope of Testing Services, or any part thereof, in the event that any required Testing Services are beyond the scope of the Owner's contract with the Testing Consultant, or would entail additional cost thereunder, Design/Builder shall consult with Owner's Representative and obtain written direction before the Testing Consultant proceeds to provide such Testing Services. In the event that Design/Builder learns of any errors, omissions, inconsistencies, or other defects in the Testing Services provided by the Testing Consultant, the Design/Builder shall notify the Testing Consultant and the Owner immediately upon learning of same. Design/Builder shall be responsible for designing and constructing the Project in accordance with the analyses and recommendations of the Testing Consultant. The cost of permits and other authorizations, if any, required to perform the Testing Services hereunder shall be paid for by the Design/Builder. For the avoidance of doubt, nothing herein shall be deemed or construed to: (i) require the Owner to pay for any testing services other than Testing Services approved in advance in writing by the Owner's Representative; or (ii) relieve the Design/Builder of any obligation to provide and pay for any required testing services in addition to the Testing Services so approved by Owner's Representative.

(E) Quality Of Design Services: Design/Builder shall be responsible for the professional quality, completeness, accuracy, and coordination of Design Documents. Design/Builder shall provide Design Services that will result in an operationally cost-efficient and economical facility that meets all environmental and regulatory requirements as of the date hereof, and uses the most appropriate available technology. Design/Builder shall provide for all testing and inspections required by sound professional architectural and engineering practices and by governmental authorities having jurisdiction over the Project; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement.

(F) Compliance With Laws And Regulatory Requirements: In providing Design Services and Work, Design/Builder shall comply with the lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. Design/Builder shall design the Project to meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes. Without limiting the generality of the foregoing, the Design/Builder shall comply with all applicable policies, guidelines, standards, rules, regulations, criteria and other lawful requirements of the Georgia Department of Education.

(G) Duty To Correct Errors: Design/Builder shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design Services, Design Documents, and Work.

(H) Schedule Of Design Services: Within seven (7) days of the effective date of this Agreement, Design/Builder shall submit for Owner's Representative's approval the Design Schedule for the performance of Design/Builder's Design Services which shall include allowance for reasonable time required for Owner's Representative's review of submissions and for approvals of authorities having jurisdiction over the Project. The Design Schedule shall be presented in whatever format, with such detail, and backed up with whatever supporting information the Owner requests. At a minimum, the Design Schedule shall include the design milestones set forth in this Agreement and shall include itemized tasks, separated by project phase if applicable, substantially as set forth in Exhibit "E" attached hereto and incorporated herein by reference, and shall include for each task: duration, start date, finish date, percentage completion, and a bar chart calendar. Critical tasks and interrelation of tasks shall be shown. The Design Schedule, when approved by Owner's Representative, shall not, except for good cause, be exceeded by Design/Builder. Not less frequently than monthly (unless the parties otherwise agree in writing) Design/Builder shall update the Design Schedule to show actual progress and provide a copy to the Owner. Should Design/Builder at any time during the course of performing the Contract, have any reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify Owner's Representative in writing. In such notice, Design/Builder shall state the reason for the delay including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. Failure of Design/Builder to submit such notice shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, the Contract Time, or any combination thereof. All extensions of time shall be governed by Articles 16 and 17 of this Agreement. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner's Representative shall review and approve, where appropriate, the Design Schedule, or any portion thereof. Strict compliance with the requirements of this Paragraph 3 (H) shall be a condition precedent to payment to the Design/Builder, and failure by the Design/Builder to strictly comply with said requirements shall constitute a material breach of this Agreement.

ARTICLE 4

PRELIMINARY CONSULTATION AND PROJECT ANALYSIS

(A) Determining The Project Objectives: Prior to the preparation of the Preliminary Design as required by Article 5 below, Design/Builder shall first consult in detail with Owner, and shall carefully analyze any information furnished by Owner concerning requirements of the Project, which may include, but is not limited to, the Owner's policies, purposes, concepts, objectives, desires, and any design, construction, scheduling, budgetary or operational Project needs, restrictions, requirements, limitations, and objectives, as well as the Owner's Criteria. As used in this Agreement, the term "Owner's Criteria," means the following documents and things provided by the Owner:

- (1) DCSD Design Guidelines for Construction issued April 4, 2018 (51 pages).;
- (2) Owner's Preliminary Program Narrative;
- (3) Site Layout;
- (4) Division 1 – General Requirements;
- (5) the following additional documents and things (if any):

- (6) specifically including, without limitation, any requirements contained in or reasonably inferable from any one or more of the foregoing documents and things.

In addition to, and not in limitation of, any other requirements of the Contract, the Design/Builder specifically acknowledges and agrees that the quality of the Project, the Design Services and the Work, in all respects including without limitation finishes, shall be not less than that of _____ located at _____.

(B) Report On Project Requirements And Objectives: Based on its study and analysis, and no later than ____ (__) days after the effective date of this Agreement, Design/Builder shall prepare and submit to Owner a written report detailing Design/Builder's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems or recommendations which may result from said requirements. The written report of Design/Builder shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. Design/Builder shall review such report with Owner and shall implement such changes as Owner may require as provided in Paragraph 3(B) of this Agreement.

ARTICLE 5

PRELIMINARY DESIGN

(A) Time For Preliminary Design: After reviewing with Owner the written report required by Paragraph 4(B) above, agreeing upon any proposed solutions to identified problems resulting from the requirements of the Project, and in any event not later than _____ (__) days after the effective date of this Agreement, the Design/Builder shall prepare and submit to Owner's Representative a Preliminary Design for the Project.

(B) Contents Of Preliminary Design: The Preliminary Design shall address all requirements of the Project and shall include, without limitation, the following:

- (1) Preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character of each building structure;
- (2) Preliminary drawings which illustrate each exterior view of the Project;
- (3) Preliminary drawings which illustrate a floor plan for each room, office, and functional area of the Project and the dimensions thereof;
- (4) Written preliminary specifications, together with preliminary drawings, if and as necessary or useful to the Owner, of the architectural, electrical, mechanical, structural and, if relevant, other systems to be incorporated into the Project;

(5) A written description of the materials and equipment to be incorporated into the Project and the location of same;

(6) Any other documents or things required or appropriate to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Owner's Criteria and the Contract.

(C) To Be Reviewed With Owner: Design/Builder shall review with Owner the Preliminary Design and shall incorporate any changes ordered by Owner with respect to said Preliminary Design or with respect to the requirements of the Project.

(D) Authorization To Proceed With Detailed Design: After satisfactory review, subject to the provisions of Paragraph 13(G) of this Agreement, of the Preliminary Design and incorporation of any changes or alterations authorized or directed by the Owner with respect to the Preliminary Design or with respect to Owner's Criteria, as and if modified, Owner's Representative shall authorize Design/Builder in writing to commence preparing the Detailed Design, or such part thereof as directed by Owner.

ARTICLE 6

DETAILED DESIGN

(A) Time For Preparation: Not later than _____ (___) days after Owner's Representative has authorized Design/Builder to commence with the Detailed Design as provided in Paragraph 5(D) above, Design/Builder shall prepare and submit to Owner's Representative the complete Detailed Design. Where appropriate, stages of design may be approached in phases, subject to approval of the Owner.

(B) The Detailed Design: The Detailed Design shall include all Design Documents which shall describe with specificity all systems, elements, details, components, materials, equipment, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally and legally usable for their intended purpose. The Detailed Design shall be accurate, coordinated and in all respects adequate for construction and shall be in strict conformity, and strictly comply, with all applicable law, codes and regulations, and with all standards, criteria (including the Owner's requirements for the Project), and memoranda of policy furnished by the Owner. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the Owner. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner's Representative shall review and approve, where appropriate, the Design Documents, or any portion thereof.

(C) Design Documents: "Design Documents" means all the design documents provided by or on behalf of Design/Builder and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design/Builder. The specifications shall include, without limitation, the Division 1-General Requirements provided by the Owner, and the specifications shall be in such word processing format as required by the Owner.

(D) Signature and Seal: All plans and specifications shall bear the signature and seal of an architect, duly licensed and registered in the State of Georgia. Such architect must: (i) be a Qualifying Officer of the Design/Builder, or (ii) be one of the joint venture partners forming the Design/Builder if the Design/Builder is a joint venture, or (iii) be a Qualifying Officer of one of the joint venture partners forming the Design/Builder if the Design/Builder is a joint venture, or (iv) be a Subcontractor or a Qualifying Officer of a Subcontractor. As used in the immediately preceding sentence, the term "Qualifying Officer" means a director, in the case of a corporation, or a partner in the case of a partnership, or a member, in the case of a limited liability company, or an employee with an ownership interest who has been designated in writing as holding a position of authority within the entity which authorizes him or her to direct

the architectural services offered by that entity. Civil, survey, structural, electrical, and mechanical plans and specifications shall bear the signature and seal of the respective engineer, duly licensed and registered in the State of Georgia. Two complete sets of all plans and specifications, properly signed and sealed, shall be furnished to the Owner.

(E) Calculation and Verification: The Design/Builder is responsible for the calculating in detail of all structural, mechanical and electrical work including, but not limited to, the furnishing to the Owner of life-cycle-costing and energy consumption analyses for the purpose of ascertaining and verifying (i) adequacy and correctness of equipment specified or shown on the plans and (ii) that the plans and specifications do not violate sound and accepted engineering principles; and

(1) to confirm that there has been ample provision in the entire structural system for expansion and contraction, including but not limited to, building frames, the roof system, gravel stops, gutters, roof expansion joints, metal flashing and metal counterflashing, roof decks, and masonry walls; and

(2) to confirm that there has been ample provision in the mechanical work for expansion and contraction.

(F) Free From Leaks: The Design/Builder shall design all buildings in such manner that, if such buildings are constructed in accordance with the Contract, such buildings will be free from leaks.

(G) No Calculated Risks: The Design/Builder agrees that budgetary limitations are not a justification for breach of sound principles of architectural and engineering design. The Design/Builder shall take no calculated risks in the design of the Work. The Design/Builder agrees to design and construct the Project for the Contract Price without disregarding sound principles of design.

(H) Compliance with Laws; Approvals. The Design/Builder agrees to comply with all applicable federal, state and local laws, codes and ordinances in the design of the Project specifically including, but not limited to, all applicable Georgia Department of Education rules and guidelines. The Design/Builder shall make required submittals in a timely manner to GaDOE's Facility Services Unit, and shall respond to GaDOE's Facility Services Unit review report comments in a timely fashion so as to ensure that the review process may proceed orderly, efficiently and does not impede the Project or the Work.

ARTICLE 7

CONSTRUCTION SERVICES

(A) General Intent: Design/Builder shall perform all Work necessary to construct the Project in accordance with the Contract and to render the Project and all its components operational and functionally and legally usable for their intended purpose.

(B) Work Defined: The term "Work" shall mean whatever is done by or required of Design/Builder to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following:

(1) Construction of the whole and all parts of the Project in full and strict conformity with the Contract;

(2) The provision and furnishing, and prompt payment therefor, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;

(3) The procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;

- (4) The creation, and submission to Owner upon Final Completion, of detailed and comprehensive as-built drawings in such format as Owner may require depicting all as-built construction;
- (5) The furnishing of any required surety bonds and insurance as required by the Contract or by law;
- (6) The furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design/Builder; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement;
- (7) The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 9 below.

ARTICLE 8

TIME FOR CONSTRUCTION: THE CONTRACT TIME

(A) Notice Of Commencement: After Owner has approved the Design Documents, or any phase thereof pursuant to Paragraph 6(A) of this Agreement, for the Detailed Design, Owner's Representative shall issue a notice to commence the Work directing Design/Builder to proceed with the Work, or any phase thereof pursuant to Paragraph 6(A) of this Agreement, on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least ten (10) days prior to the respective Commencement Date.

(B) Time For Completion: Design/Builder shall commence the Work, or any phase thereof pursuant to Paragraph 6(A) of this Agreement, on the respective Commencement Date, and the Work shall be carried out regularly and without interruption, and shall vigorously prosecuted to completion. Design/Builder shall substantially complete all of the Work (the "Scheduled Completion Date") not later than _____ (_____) calendar days from the effective date of this Agreement. The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". Design/Builder shall achieve Final Completion of the Work no later than thirty (30) calendar days after achieving Substantial Completion.

(C) Liquidated Damages For Delay In Substantial Completion: Design/Builder shall pay Owner for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the Scheduled Completion Date the sum indicated in Exhibit "B" attached hereto and by reference made a part hereof. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Substantial Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Substantial Completion. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

(D) Liquidated Damages For Delay In Final Completion: If Design/Builder fails to achieve Final Completion within thirty (30) days of the date of Substantial Completion, Design/Builder shall pay Owner one-tenth (1/10) of the sum indicated in Exhibit "B" per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Final Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance

hereunder for matters other than delays in Final Completion. When Owner reasonably believes that Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Final Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

(E) Time Is Of The Essence: All limitations of time set forth herein are material and time is of the essence of the Contract.

ARTICLE 9

ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN/BUILDER

(A) Design/Builder To Perform All Work Required By The Contract: The intent of the Contract is to require complete, correct and timely execution of the Design Services and the Work. Any and all Design Services and Work that may be required, reasonably implied or reasonably inferred by the Contract, or any part of it, as necessary to produce the intended result shall be provided by Design/Builder in accordance with Article 10 of this Agreement and without increase to the Contract Price.

(B) Strict Compliance With The Contract Documents: All Work performed by Design/Builder shall be in strict compliance with the Contract. "Substantial compliance" is not strict compliance. Any Work not in strict compliance with the Contract is defective.

(C) Supervision Of The Work: The Work shall be strictly supervised and directed using Design/Builder's best and highest skill and effort, Design/Builder bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of Design/Builder.

(D) Warranty Of Workmanship And Materials: Design/Builder warrants and guarantees to Owner that all labor furnished under the Contract will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only first-class results in strict compliance with the Contract, that materials and equipment furnished will be of high quality and new, and that the completed Work will be complete, of high quality, free from faults and defects and in strict conformance with the Contract. Any and all Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Design/Builder's warranty.

(E) Special Guarantees and Warranties and Commencement Of Guarantee And Warranty Periods: The Design/Builder shall provide any and all specific or special warranties or guarantees of materials, equipment, items, systems and other things as required elsewhere in this Contract. Special or specific guarantees and warranties which are required by the Contract to run for a fixed period of time shall commence running on the date of Substantial Completion of all the Work.

(F) Design/Builder's Schedule Of Construction: Design/Builder, within fifteen (15) days after the Commencement Date, (for the avoidance of doubt, if the Detailed Design is approved in phases pursuant to Paragraph 6(A) of this Agreement, then "Commencement Date" as used in this sentence shall mean the one earliest date that is a Commencement Date for any such phase of Work) shall submit to Owner's Representative, for its information, and comply with, Design/Builder's Schedule of Construction for completing the Work by the Scheduled Completion Date. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to Owner. The Schedule of Construction shall be revised at least monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to Owner's Representative. In addition to, and not in limitation of, any other requirements of the Contract, the Design/Builder shall comply with the requirements of Exhibit "F," Minimum Requirements for Design/Builder's Schedule of Construction, attached hereto and incorporated herein by reference. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Design/Builder, and failure to strictly comply with said requirements shall constitute a material breach of the Contract.

(G) Record Copy Of Contract Documents: Design/Builder shall continuously maintain at the site, for the benefit of Owner, an updated copy of the Contract Documents, including one record copy of the Plans and Specifications marked to record on a current basis changes, selections and modifications made during construction. Additionally, Design/Builder shall maintain at the site, for the benefit of Owner, a copy of all shop drawings, product data, samples, and other submittals. All of these items shall be available to the Owner at all regular business hours and shall be the property of Owner.

(H) Review And Approval Of Submittals: Design/Builder shall review, study, and approve, or take other necessary action upon all shop drawings, product data, samples, and other submittals to ensure that the Project will be constructed in a timely fashion in strict compliance with the Contract.

(I) Owner's Option To Review Submittals: Owner shall, in its discretion, have the right to review and approve submittals by the Owner's Representative, and if Owner so elects, Design/Builder shall not perform any portion of the Work as to which Owner has required submittal and review until such submittal has been approved by Owner's Representative. All Work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. Approval of submittals by Owner or Owner's Representative, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract nor shall such approvals relieve Design/Builder of any of its responsibilities or warranties under the Contract. If Owner elects to review submittals, Owner shall have no duty to review partial or incomplete submittals and Design/Builder shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Design/Builder shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to Owner's Representative. Shop drawings and other submittals from Design/Builder are not Contract Documents and do not constitute a part of the Contract. Their purpose is to demonstrate the way by which Design/Builder 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.

(J) Procurement And Review Of Warranties: Design/Builder shall procure from all Subcontractors and Suppliers and shall transmit to Owner, all warranties required by the Contract. Design/Builder shall review all such warranties and shall certify to Owner that the warranties are in strict compliance with the requirements of the Contract.

(K) Procurement Of Operations And Maintenance Documentation: Design/Builder shall prepare or procure and shall transmit to Owner all documentation required by the Contract regarding the operation and recommended maintenance programs relating to the various elements of the Work.

(L) As-Built Drawings: Upon Final Completion of the Work, or upon Owner's request, all of the documents described in Paragraph 9(G) shall be finally updated and delivered to the Owner and shall be the property of the Owner. Such as-built drawings shall be complete and, except as specifically noted, shall reflect performance of the Work in strict compliance with the requirements of the Contract.

(M) Compliance With Labor Laws: Design/Builder shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

(N) Testing, Inspections, And Approvals: Design/Builder shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project, and shall assume the cost of such tests and testing; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement. Design/Builder shall submit certified results of such tests to Owner's Representative. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be specifically inspected, tested, or approved, Design/Builder shall assume full responsibility therefor, pay all costs in connection therewith and furnish to Owner's Representative the required certificates of inspection, testing or approval; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement.

(O) Owner's Regulations And Applicable Laws: Design/Builder shall, during the course of the Design Services and Work, comply with any regulations or guidelines prescribed by Owner. Design/Builder warrants that it will

comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Design/Builder in connection with the Work to be performed under the Contract.

(P) Compliance With Construction Regulations: Design/Builder shall perform the Design Services and Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Design/Builder, and Design/Builder shall indemnify and hold Owner harmless from all loss, damages, and expense, including attorney's fees, resulting from any such violation or alleged violation.

(Q) Permits, Licenses And Notices: All construction and building permits, licenses, fees and authorizations necessary for the design or construction of the Project shall be secured and paid for by Design/Builder. Design/Builder shall notify Owner's Representative when it has received said permits, licenses and authorizations and upon receipt shall supply Owner with copies of same. The originals of said permits, licenses and authorizations shall be delivered to Owner upon completion of the Work, and receipt of such documents by Owner shall be a condition precedent to final payment. Design/Builder shall also give and maintain any and all notices required by applicable laws pertaining to the design or construction of the Work.

(R) Conditions To Site Access: While on Owner's property, all Design/Builder's employees and Subcontractors shall confine themselves to areas designated by Owner's Representative and will be subject to Owner's badge and pass requirements, if any, in effect at the site of the Work.

(S) Site Safety And Security: Design/Builder shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Design/Builder shall at all times safeguard Owner's property and employees from injury or loss in connection with the performance of the Contract. Design/Builder shall at all times safeguard and protect its own partially or completely finished Work and that of the adjacent property and all adjacent work from damage. Design/Builder shall protect Owner's equipment, apparatus, machinery, and other property and all adjacent work with boarding and other safeguards so as to keep the premises free from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Work.

(T) Repair Of Collateral Damages: Unless otherwise instructed by Owner, Design/Builder shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Design/Builder's performance of the Work, all without additional cost to Owner.

(U) Cleaning The Site: Design/Builder shall keep the site reasonably clean during performance of the Work. Upon Final Completion of the Work, Design/Builder shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Design/Builder's property therefrom.

(V) Owner's Access To Work: At all times relevant to the Contract, Design/Builder shall provide access to the Work to Owner and its designees without formality or other procedure.

(W) Decisions Regarding Aesthetic Effect: Owner's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Contract.

(X) Design/Builder To Remain An Independent Contractor: In the performance of the Contract, Design/Builder's status as an independent contractor shall not be modified or diminished by reason of any instructions issued by Owner or Owner's Representative to Design/Builder or any of Design/Builder's employees, Subcontractors, or representatives.

(Y) Design/Builder Representations and Warranties: Design/Builder hereby represents and warrants to Owner, as follows:

- (1) During all periods necessary for the performance of the Work, Design/Builder and its Subcontractors and consultants shall maintain all required authority, license status, professional ability, skills and capacity to perform the Work.
- (2) Prior to the execution hereof, Design/Builder has evaluated the constraints affecting design and construction of the Project and has reasonable grounds for believing and does believe that the Project can be designed and built within such constraints.
- (3) All Work furnished by Design/Builder will be performed by or under the supervision of persons who hold all necessary, valid licenses to practice in the State of Georgia, by personnel who are skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the Contract Documents and who shall assume professional responsibility for the accuracy and completeness of the Design Documents.
- (4) As of the date hereof, Design/Builder has disclosed to Owner in writing all organizational conflicts of interest of Design/Builder and/or its proposed Subcontractors or consultants.
- (5) As of the date hereof, neither Design/Builder nor any of its principal executive officers are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by and federal agency or by any department, agency or political subdivision of the State of Georgia.

ARTICLE 10

CONTRACT PRICE

(A) Contract Price: Owner shall pay, and Design/Builder shall accept, as full and complete payment for the Design Services, the performance of all the Work required by the Contract, and the performance of all requirements of this Agreement, the fixed price of _____ Dollars (\$_____). The price set forth in the preceding sentence is referred to herein as the "Contract Price". The Contract Price shall not be modified unless all conditions precedent to a change in the Contract Price have been satisfied, including the execution of a Change Order in accordance with the requirements of this Agreement.

ARTICLE 11

PAYMENT OF THE CONTRACT PRICE

(A) Payment Procedure: Owner shall pay the Contract Price to Design/Builder in accordance with the procedures set forth in this Article 11.

(B) Allocation Of Contract Price: The Contract Price shall be allocated between the Design Services and the Work as follows: _____ percent (____%) of the Contract Price shall be allocated to the Design Services, and _____ percent (____%) of the Contract Price shall be allocated to the Work. That portion of the Contract Price allocated to the Design Services may be referred to herein below as the "Design Services Allocation."

(C) Payment For Design Services: The amount of the Contract Price allocated to the Design Services shall be paid based upon Design/Builder's achievement of each of the design milestones described below. Upon achievement of each of the design milestones described below, Design/Builder shall submit a Pay Request. Design pay requests shall be in such form and manner, and with such supporting data and content as Owner may require. In its Pay Request for Design Services, Design/Builder may request payment for _____ percent (____%) of the value allocated for such Design Services as provided in the following table:

<u>Design Milestone</u>	<u>Value Allocated, Expressed As A Percentage of the Design Services Allocation</u>
Preliminary Consultation, Project Analysis, and Report	_____ %
Preliminary Submittal to Department of Education	_____ %
Preliminary Design Submittal to Department of Education	_____ %
Department of Education Check Set	_____ %
Detailed Design	_____ %
Permit issuance	_____ %
Duties, Obligations and Responsibilities during Construction	_____ %
Total	100% of Design Services Allocation

Owner shall pay such pay request as provided in this Article 11.

(D) Payment For Construction Services - Schedule Of Values: Within ten (10) calendar days after the first commencement of construction, Design/Builder shall prepare and present to Owner's Representative a Schedule of Values allocating among the different elements of the Work that portion of the Contract Price assigned to the Work for purposes of periodic and final payment. Design/Builder's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as Owner may, at its option, require. Design/Builder shall not front-end load its Schedule of Values, shall not imbalance its Schedule of Values nor assign a value to any element which exceeds its true value. The allocated value of each item in the Schedule of Values shall only include its total cost and proportionate share of any general overhead and profit. Any violation by Design/Builder of the requirements of this Paragraph shall constitute a material breach of the Contract. The Schedule of Values shall be used only as a basis for Design/Builder's pay requests and shall only be so used after it has been acknowledged in writing by Owner's Representative.

(E) Time For Construction Pay Requests: On or before the 5th day of each month after commencement of the Work, but no more frequently than monthly, Design/Builder shall submit a pay request for the Work performed through the last day of the previous month.

(F) Progress Payments For Construction Services: Based upon Design/Builder's pay requests submitted to Owner's Representative, Owner shall make progress payments to Design/Builder on account of the Contract Price less such amounts, if any, owing by Design/Builder to Owner or which Owner shall have the right to withhold as authorized by this Agreement.

(G) Contents And Amounts Of Pay Requests; Retainage: Construction pay requests shall be in such form and manner, and with such supporting data and content as Owner may require. In its construction pay request, Design/Builder may request payment for (1) ninety percent (90%) of that portion of the Contract Price properly allocated to that portion of the Work properly performed through the applicable date in the pay request; plus (2) ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment necessary for the

Work and properly stored at the Project site (or elsewhere if approved in advance in writing by Owner); less (3) the total amount of previous payments received from Owner for the Work. Payment on account of stored materials or equipment shall be conditioned upon Design/Builder's proof, satisfactory to Owner, that Owner has title to such materials or equipment and that they are fully insured against loss or damage and that all required insurance regarding such materials or equipment is in full force and effect. Moreover, any sums requested for stored materials or equipment shall be at actual cost and shall not include markup by Subcontractor or Design/Builder. As used in the preceding sentence, actual cost means costs charged by the manufacturer or the distributor for the manufacturer. Pay requests for stored materials or equipment shall include copies of invoices from the manufacturer or the distributor. When fifty percent (50%) of the Contract Price, as it may be adjusted, is due and the manner of completion of the Design Services and the Work and its progress are reasonably satisfactory to the Owner's Representative, the Owner shall discontinue the retainage. At the discretion of the Owner and with the approval of the Design/Builder, the retainage of each Subcontractor may be released separately, as the Subcontractor completes its work. If, after discontinuing the retention, the Owner's Representative determines that the Design Services or the Work or both is unsatisfactory or has fallen behind schedule, retention shall be resumed at the previous level. If retention is resumed by the Owner, the Design/Builder and Subcontractors shall be entitled to resume withholding retainage accordingly.

(H) Design/Builder's Representations Regarding Pay Requests: Each pay request shall be signed by Design/Builder and shall constitute Design/Builder's representation that the Design Services and the Work have progressed to the level for which payment is requested in accordance with the milestones or the Schedule of Values, that the Design Services and the Work have been properly and timely installed or performed in strict accordance with this Agreement, that all obligations of the Design/Builder covered by prior pay requests have been paid in full, and that the amount requested is currently due and owing, and that Design/Builder knows of no reason why payment should not be made as requested. Each construction pay request shall be accompanied by 8" x 10" photographs of good quality depicting the then-current status of the Project. The submission by Design/Builder of a pay request constitutes an affirmative representation and warranty that upon receipt from the Owner of the amount requested, all obligations of the Design/Builder to others, including without limitation Subcontractors and Suppliers, incurred in connection with the Project, will be paid in full, and that all Work for which payments have been received from Owner is free and clear of liens, claims, security interests or other encumbrances in favor of Design/Builder or any other person or entity whatsoever. In the event that Owner becomes credibly informed that any representation or warranty of Design/Builder as set forth in this Paragraph is wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Design/Builder until the inaccuracy, and the cause thereof, are corrected to Owner's reasonable satisfaction.

(I) Owner's Review Of Pay Requests: Owner shall have the right, but not the obligation, to review all pay requests and the Design Services and the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work and the Design Services is as represented in the pay request and as required by the Contract.

(J) Conditions Precedent To Payment: In addition to all other conditions precedent contained herein, it shall be a condition precedent to payment of any pay request that Design/Builder have submitted updated schedules for the performance of its Work and Design Services as required by this Agreement and that Design/Builder shall, if required by the Owner, have furnished to Owner properly executed waivers of claims and lien, in the form attached hereto as Exhibit "G" or in such other form and manner required by Owner from time to time, from Design/Builder and from all Subcontractors, materialmen, Suppliers or others having claim or lien rights, wherein they shall acknowledge receipt of all sums due pursuant to all prior pay requests and waive and relinquish any liens or lien rights or other claims relating thereto.

(K) Amount Of Progress Payments: Owner shall pay the amount of each pay request properly due under this Agreement less such amounts, if any, owing by Design/Builder to Owner or which Owner shall have the right to withhold as authorized by this Agreement.

(L) Time For Payment: Subject to Owner's right of review and objection, Owner, after approval of the Georgia Department of Education if required, shall make payment on account of the Contract Price of all sums properly requested under the provisions of this Article 11 within thirty (30) days following the Owner's receipt of such pay requests from Design/Builder.

(M) Title Passes Upon Payment: Design/Builder warrants and represents that upon payment of any pay request submitted by Design/Builder, title to all Work covered by the pay request shall immediately pass to Owner.

(N) Design/Builder's Use Of Progress Payments: Upon receipt of any payment from Owner, Design/Builder shall immediately pay all Subcontractors, materialmen, laborers, and Suppliers such amounts as they are entitled for the Work covered by such payment.

(O) Use Of Joint Checks: If Owner becomes informed that Design/Builder has not paid a Subcontractor, materialman, laborer, or Supplier as provided herein, Owner shall have the right, but not the obligation, to issue checks and payment then or thereafter otherwise due to Design/Builder naming Design/Builder and any such Subcontractor, materialman, laborer, or Supplier as joint payees. Such joint check procedure, if employed by Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit Owner to repeat the procedure in the future nor to create any contractual or other relationship of any kind between Owner and such person or entity.

(P) Payment Not A Waiver Or Acceptance: No payment to Design/Builder, nor any use or occupancy of the Project by Owner, shall be interpreted or construed to constitute acceptance of any Work not in strict compliance with the Contract, and Design/Builder expressly accepts the risk that defective Work may not be detected (1) during any inspection by Owner, (2) prior to making of any payment to Design/Builder, or (3) before or during Owner's occupancy of the Project.

(Q) Withholding Of Payment: Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to Design/Builder in an amount then believed by Owner to be adequate to cover the penalties, damages, and potential losses resulting or likely to result from:

- (1) The quality of a portion, or all, of Design/Builder's Design Services or Work not being in accordance with the requirements of this Contract;
- (2) The quantity of Design/Builder's Design Services or Work not being as represented in Design/Builder's pay request, or otherwise;
- (3) Design/Builder's rate of progress being such that, in Owner's opinion, Substantial Completion, Final Completion, or both, may be inexcusably delayed;
- (4) Design/Builder's failure to use Contract funds, previously paid Design/Builder by Owner, to pay Design/Builder's Project-related obligations including, but not limited to, Subcontractors, laborers and material and equipment Suppliers;
- (5) Evidence that the balance of the Design Services and Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (6) Claims made, or likely to be made, against Owner or its property;
- (7) Loss caused by Design/Builder;
- (8) Design/Builder's failure or refusal to perform any of its obligations to Owner.

In the event that Owner makes written demand upon Design/Builder for amounts previously paid by Owner as contemplated in this Paragraph 11(Q), Design/Builder shall promptly comply with such demand.

(R) Unexcused Failure To Pay: If within thirty (30) days from the date payment to the Design/Builder is due, the Owner, without cause or basis hereunder, fails to pay Design/Builder any amounts then due and payable to Design/Builder, then Design/Builder may suspend its Design Services or, as applicable, the Work until receipt of proper payment after first giving ten (10) days' written notice to Owner of its intent. Any payment due hereunder which is not made within thirty (30) days after the date due shall bear interest at the rate of one percent (1%) per annum, simple interest.

(S) Simultaneous Pay Requests: For the avoidance of doubt, in the event that Owner authorizes staging of the Design Services in phases pursuant to Paragraph 6(A) of this Agreement, nothing herein shall be deemed or construed to prohibit Design/Builder from submitting appropriate pay requests for both design and construction simultaneously.

(T) Waiver of Prompt Payment Act: Design/Builder hereby expressly agrees, pursuant to O.C.G.A. § 13-11-7(b), that the payment provisions within the Contract Documents shall supersede the rates of interest, payment periods, payment terms, contract and subcontract terms, and attorneys' fees provisions provided for by the Georgia Prompt Payment Act, O.C.G.A. § 13-11-1 *et seq.*, and that the rates of interest, payment periods, payment terms, contract and subcontract terms, and attorneys' fees provisions provided for under the Prompt Payment Act shall have no application to the Work to be performed hereunder.

ARTICLE 12

SUBSTANTIAL AND FINAL COMPLETION

(A) Substantial Completion: "Substantial Completion" means that stage in the progression of the Work, as approved by Owner in writing, when the Project is sufficiently complete in strict compliance with the Contract Documents that Owner can enjoy beneficial use or occupancy of the entire Project and can utilize or operate it in all respects for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project required by any governmental or regulatory authority. Owner reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

(B) Determination Of Substantial Completion: When Design/Builder believes that the Work is substantially complete, Design/Builder shall notify Owner's Representative in writing and shall submit to Owner's Representative a list of items remaining to be completed or corrected. Owner's Representative will perform an inspection and if the Work is substantially complete in the opinion of Owner and reasonably satisfactory as determined by the Owner's Representative (provided, however, that such determination shall in no way diminish or reduce the Design/Builder's obligation to strictly comply with the requirements of the contract), Owner's Representative will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. If the Owner's Representative, through its inspection, fails to find that the Design/Builder's Work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Design/Builder shall bear the cost of such repeat inspection(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Design/Builder. Guarantees and equipment warranties required by this Contract shall commence on date of Substantial Completion.

(C) Payment Upon Substantial Completion: Subject to the conditions precedent set forth in the immediately succeeding sentence, upon Substantial Completion of the Work, Owner shall pay Design/Builder, within 30 days, an amount sufficient to increase total payments to the Design/Builder to one hundred percent (100%) of the Contract Price less any amounts attributable to liquidated damages, and less two hundred percent (200%) of the reasonable costs as determined by Owner's Representative for completing all incomplete Work and Design Services, correcting and bringing into strict conformance all defective and nonconforming Work and Design Services, and handling all outstanding or threatened claims. Prior to being entitled to receive the payment described in the immediately preceding sentence, and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form attached hereto as Exhibit "H" or in such other form and manner required by Owner from time to time, consent(s) of surety to release retainage. The reduced retainage shall be shared by the Design/Builder with its Subcontractors as their interests may appear.

(1) The Design/Builder shall, immediately upon the Design/Builder's receipt of retainage from the Owner, pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Design/Builder's retainage is reduced by the Owner; provided, however, that the value of each Subcontractor's work complete and in place equals fifty percent (50%) of its subcontract value, including

approved change orders and other additions to the subcontract value, provided, further, that the work of the Subcontractor is proceeding satisfactorily and the Subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete its work including any warranty work as the Design/Builder in its reasonable discretion may require, including, but not limited to, a payment and performance bond.

(2) The Design/Builder shall require that the Subcontractor shall, immediately upon the Subcontractor's receipt of retainage from the Design/Builder, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced by the Design/Builder; provided, however, that the value of each lower tier subcontractor's work complete and in place equals 50 percent of his or her subcontract value, including approved change orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

Owner shall not be obligated to make any payment to Design/Builder between the payment described in this Paragraph and the payment made upon the attainment of Final Completion.

(D) Final Completion: "Final Completion" means the completion of all Design Services and all Work required by, and in strict compliance with, the Contract, including startup, testing, obtaining regulatory approvals from all applicable authorities, and all preparations necessary to operate the Project, and Design/Builder's provision to Owner of all documents and things required to be provided by the Contract.

(E) Determination Of Final Completion: When Design/Builder believes that all of the Work is finally complete, and Design/Builder is ready for a final inspection, Design/Builder shall so notify Owner's Representative in writing. Owner's Representative will then make final inspection of the Work and, if the Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then Owner's Representative will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract. If the Owner's Representative is unable to issue its Certificate for Final Payment and is required to repeat its final inspection of the Project, the Design/Builder shall bear the cost of such repeat inspections(s), which costs may be deducted by the Owner from the Design/Builder's final payment.

(F) Payment After Final Completion: The Owner shall, subject to its rights set forth in Paragraph 11(Q) of this Agreement, make final payment of all sums due the Design/Builder within ten (10) days of the Owner's Certificate for Final Payment and the approval by the Georgia Department of Education, if such approval is required.

(G) Conditions Precedent To Final Payment: Prior to being entitled to receive final payment, and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form and manner required by Owner, if any, the following:

(1) An affidavit, in the form attached hereto as Exhibit "I" or in such other form and manner required by Owner from time to time, that all of Design/Builder's obligations to Subcontractors, laborers, equipment or material Suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

(2) If required by Owner, separate releases of claims and lien or claim and lien waivers, in the form attached hereto as Exhibit "J" or in such other form and manner required by Owner from time to time, from Design/Builder and from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might have a claim against Owner or Owner's property and an affidavit, in the form attached hereto as Exhibit "K" or in such other form and manner required by Owner from time to time, from Design/Builder that all such releases and waivers have been provided;

(3) In the form attached hereto as Exhibit "L" or in such other form and manner required by Owner from time to time, consent(s) of surety to final payment;

- (4) A complete set of the as-built drawings and the record set of Contract Documents;
- (5) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a Contractor, or expressly required herein, as a part of or prior to Project closeout.

(H) Acceptance Of Final Payment A Waiver: Acceptance by Design/Builder of final payment shall constitute a waiver and release of all claims against Owner by Design/Builder except for those claims previously made in writing against Owner by Design/Builder, pending at the time of final payment and specifically identified on Design/Builder's pay request for final payment as unsettled at the time it submits its pay request. The making of final payment shall not constitute a waiver or release of any claims Owner may have against Design/Builder.

ARTICLE 13

OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, Owner shall undertake to perform the following:

- (A) Provide Project Information:** Owner shall provide Design/Builder with information regarding Owner's requirements for the Project including any desired or required design or construction schedule.
- (B) Review Of Documents:** Owner's Representative shall review any documents submitted by Design/Builder requiring Owner's decision, and shall render any required decisions pertaining thereto.
- (C) Provide Notice Of Defects:** In the event Owner knows of any material fault or defect in the Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, and in the further event that the Design/Builder does not have notice of same, then Owner shall inform Design/Builder.
- (D) Access To The Site And The Work:** Owner shall provide Design/Builder access to the site and to the Work, and shall provide Design/Builder with such information, existing and reasonably available, necessary to Design/Builder's performance of the Contract as Design/Builder may request.
- (E) Cooperation To Secure Permits, Licenses, Approvals, And Authorizations:** Owner shall cooperate with Design/Builder in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.
- (F) Timely Performance:** Owner shall perform the duties set forth in this Article 13 in a timely manner.
- (G) Owner's Reviews, Inspections, Approvals, And Payments Not A Waiver:** The Design/Builder acknowledges and agrees that the Owner does not undertake to approve or pass upon matters of design or construction and that the Owner, therefore, assumes no responsibility for design or construction. Owner's review, inspection, or approval of any Work, Design Documents, submittals, or pay requests by Design/Builder shall be solely for the purpose of determining whether such Work and such documents are generally consistent with the Owner's Criteria, as, and if, modified. The Owner does not undertake to inquire into adequacy, fitness, suitability, or correctness of engineering or architectural design or construction. No review, inspection, or approval by Owner, Owner's Representative, or anyone retained by Owner of such Work or documents shall relieve Design/Builder of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, Design Document, or Contract Documents shall not relieve Design/Builder of responsibility for the strict performance of its obligations under the Contract. Payment by Owner pursuant to the Contract shall not constitute a waiver of any of Owner's rights under the Contract or at law, and Design/Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.

(H) Delay Or Forbearance Not Waiver: Owner's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Design/Builder under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

(I) Documents Requested By Design/Builder: The Owner shall furnish, if requested by Design/Builder, such existing legal description and survey of the Project site as may be in Owner's possession. Owner shall furnish to Design/Builder, prior to the execution of this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Design/Builder only in order to make complete disclosure of such material as being in possession of the Owner and for no other purpose. By furnishing such material, Owner does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, implicitly or explicitly, and shall have no liability therefor.

(J) Easements: Owner shall obtain all required easements, and the like but not the building permit and other permits or fees required of the Design/Builder by this Contract, or permits and fees customarily the responsibility of the Design/Builder or a construction contractor.

(K) Right To Stop Work: In the event Design/Builder fails or refuses to perform the Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, Owner may, at its option, instruct Design/Builder to cease and desist from performing further Work, or any part thereof. Upon receipt of such instruction, Design/Builder shall immediately cease and desist as instructed by Owner and shall not proceed further until the cause for Owner's instructions has been corrected, no longer exists, or Owner instructs that the Work may resume.

(L) Owner's Right To Perform Work: In the event Owner issues such instructions to stop Work, and in the further event that Design/Builder fails and refuses within seven (7) days of receipt of same to provide adequate assurance to Owner that the cause of such instructions will be eliminated or corrected, then Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of other contractors, and Design/Builder shall be fully responsible and liable for the costs incurred in performing such Work. In such case, an appropriate Change Order shall be issued deducting from the payment then or thereafter due the Design/Builder the cost of correcting such deficiencies, including the cost of the Owner and any other contractors utilized by the Owner due to such default, neglect or failure. If the payments then or thereafter due the Design/Builder are not sufficient to cover such amount, the Design/Builder shall pay the difference to the Owner. The rights set forth in Paragraph 13(K) and this Paragraph 13(L) are in addition to, and without prejudice to, any other rights or remedies Owner may have against Design/Builder, including the rights to terminate Design/Builder's right to perform the Work or withhold payment as provided herein.

(M) Owner's Representative: "Owner's Representative" means the individual or entity named by Owner, in writing from time to time, to act on Owner's behalf in the administration of the Contract. The duties, obligations and responsibilities of the Design/Builder under this Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Owner's Representative, the Program Manager, or any other person or entity. The Design/Builder is not a third-party beneficiary of any contract by and between the Owner and the Owner's Representative, the Program Manager, or any other person or entity. It is expressly acknowledged and agreed that the duties of the Design/Builder to the Owner are independent of, and are not diminished by, any duties of the Owner's Representative, the Program Manager, or any other person or entity to the Owner.

(N) Contract Copies: The Owner will provide the Design/Builder with one (1) copy of such Contract Documents as are generated by the Owner. The Design/Builder will be charged, and shall pay Owner, an amount equal to the Owner's cost per additional copy of such Contract Documents which it may require.

ARTICLE 14

PROJECT DOCUMENTATION

(A) Maintenance Of Project-Related Records: Design/Builder shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than six (6) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.

(B) Availability Of Project-Related Records To Owner: All Project Records which are in the possession of Design/Builder or Design/Builder's Subcontractors shall be made available to Owner for inspection and copying upon Owner's request at any time. Additionally, such records shall be made available upon request by Owner to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, estimates, invoices, bills, receipts, cancelled checks, vouchers or other writings or things which document or involve in any manner the Project, its design, its costs or its construction. Said records expressly include those documents reflecting the cost of design and construction to Design/Builder, and its Subcontractors, including without limitation those documents and records reflecting the time expended by the Design/Builder and its personnel in performing the obligations of this Contract and the records of expenses incurred by the Design/Builder in its performance under this Contract.

ARTICLE 15

PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

(A) Subcontractor Defined: A "Subcontractor" means a person or an entity which has a direct contract with Design/Builder to perform a portion of the Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing specially fabricated equipment and materials for the Project.

(B) Supplier Defined: A "Supplier" means a person or an entity providing only equipment or materials for the performance of the Work.

(C) Objections To Subcontractors: Upon execution of this Agreement, and at such later times as may be applicable, Design/Builder shall furnish Owner's Representative, in writing, the names of persons or entities proposed by Design/Builder to act as Subcontractors on the Project. Design/Builder shall provide such information regarding such proposed Subcontractors as Owner deems necessary. Owner's Representative shall, in writing, state any objections Owner may have to such proposed Subcontractors. Design/Builder shall not enter into a subcontract with an intended Subcontractor with reference to whom Owner objects. Any consent or failure to reject by Owner shall in no way relieve Design/Builder of any of its duties or warranties under the Contract. Identified below are the Design/Builder's design Subcontractors for the disciplines stated, and such Subcontractors shall not be changed by Design/Builder without the Owner's prior consent:

Architectural:	_____
Civil:	_____
Structural:	_____
Mechanical:	_____
Electrical:	_____
Plumbing:	_____

(D) Terms Of Subcontracts: All subcontracts and purchase orders with Subcontractors shall afford Design/Builder rights against the Subcontractor which correspond to those rights afforded to Owner against Design/Builder herein, including those rights of Contract suspension, termination, and stop Work orders as set forth herein, and shall be freely assignable by Design/Builder to Owner without consent of the respective Subcontractor. Excepting only as provided in Paragraph 15(H) of this Agreement (and only if Owner exercises its option to accept assignment of a subcontract pursuant to Paragraph 15(H)), it is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor of Design/Builder and a provision to this effect shall be inserted into all agreements between Design/Builder and its Subcontractors. In addition to, and without limiting the generality of, the foregoing, each agreement between Design/Builder and any Subcontractor also shall contain provisions that: (i) recognize the rights of the Owner and the Owner's designee(s) pursuant to Paragraph 15(H) of this Agreement; (ii) require the Subcontractor (upon notice by the Owner that the Owner has terminated performance under the Contract by Design/Builder pursuant to the terms of Paragraph 19(G) or Paragraph 19(I) of this Agreement, and that the Owner or the Owner's designee has elected, pursuant to Paragraph 15(H) of this Agreement, to retain the Subcontractor pursuant to the terms of its agreement with the Design/Builder) to complete the unperformed obligations under its agreement with the Design/Builder directly for the Owner or the Owner's designee without claim or dispute against the Owner or the Owner's designee, whether in the nature of affirmative claim, offset or otherwise, constituting, arising out of or related to any claim or dispute against the Design/Builder or any act or omission of the Design/Builder, and to forever waive and release such claims or disputes as against the Owner and, if applicable, the Owner's designee (excepting only, if applicable, the Design/Builder's payment bond surety solely in its capacity as payment bond surety), and to assert such claims or disputes, if at all, only against the Design/Builder and if applicable the Design/Builder's payment bond surety solely in its capacity as payment bond surety; (iii) require the Subcontractor to agree that in the event the Owner or the Owner's designee accepts assignment of the Subcontractor's agreement with the Design/Builder pursuant to Paragraph 15(H) of this Agreement, in no event shall the Owner or the Owner's designee (excepting only a payment bond surety solely in its capacity as a payment bond surety) be required to pay to Subcontractor any amounts in respect of such Subcontractor's work on the Project for which Owner previously paid Design/Builder; and (iv) require the Subcontractor, if requested by the Owner or the Owner's designee, to enter into an appropriate agreement evidencing the fact that the Subcontractor is bound to the Owner or the Owner's designee under the assigned agreement in the same manner, and to the same extent, that the Subcontractor had been bound to the Design/Builder and otherwise affirming the rights of Owner or the Owner's designee as set forth in this Paragraph 15(D).

(E) Design/Builder Responsible For Acts Of Its Subcontractors: Should Design/Builder subcontract all or any part of the Design Services or the Work, such subcontracting of the Design Services or the Work shall not relieve Design/Builder from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Design/Builder shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.

(F) Key Personnel: In accordance with Article 2 above, Design/Builder shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project. Design/Builder shall designate one such person as the Project Manager. Absent written instruction from Design/Builder to the contrary, the Project Manager shall be deemed to be Design/Builder's authorized representative and shall be authorized to receive and accept any and all communications from Owner. Key design and supervisory personnel assigned by Design/Builder, or its architectural Subcontractor as applicable, to this Project are as follows:

NAME	FUNCTION

Evidence of the above-named personnel's competence, such as a resume, shall be provided to Owner prior to said personnel beginning performance of the function indicated. So long as the individuals named above remain actively employed or retained by Design/Builder, or any related entity or affiliate thereof, or as applicable its architectural Subcontractor, they shall perform the functions indicated next to their names unless Owner agrees to the contrary in writing or unless Owner requests removal of any such individual from the Project. In the event Owner requests the removal of any of the individuals named above, Design/Builder shall, or as applicable shall require its architectural Subcontractor to, immediately comply and shall immediately replace such individual with a qualified substitute to whom Owner makes no objection. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, Design/Builder shall be bound by the provisions of this Paragraph 15(F) as though such individuals had been listed above.

(G) Removal Of Subcontractors And Personnel: If, at any time during the course of the Project, Owner reasonably determines that the performance of any Subcontractor or any member of Design/Builder's staff working on the Project is unsatisfactory, Owner's Representative may require Design/Builder to remove such Subcontractor or staff member from the Project immediately and replace the Subcontractor or staff member at no cost or penalty to Owner for delays or inefficiencies the change may cause.

(H) Contingent Assignment of Subcontracts: Subject to the conditions of the immediately succeeding sentence, the Design/Builder hereby makes assignment to the Owner or the Owner's designee of each agreement of Design/Builder with a Subcontractor. The assignment in the immediately preceding sentence is expressly conditioned and contingent upon the termination of the Design/Builder's performance under the Contract by the Owner pursuant to Paragraph 19(G) or 19(I) of this Agreement and shall be effective only for those subcontracts which the Owner or the Owner's designee accepts by notifying the Subcontractor and the Design/Builder in writing, and is subject to the prior rights, if any, of the surety(ies) obligated under any bond relating to the Contract. Upon request of the Owner, the Design/Builder agrees to execute all documents reasonably required by the Owner to affirm such assignment. For the avoidance of doubt, and not in limitation of any provision of this Agreement, the Design/Builder specifically agrees, and shall require each Subcontractor to specifically agree, that the Owner's designee referred to in this Paragraph 15(H), Paragraph 15(D), Paragraph 19(G) and Paragraph 19(I), may include, without limitation, any one or more surety(ies) obligated under any bond relating to the Contract, or any one or more completion contractor(s) designated by the Owner or any such surety, or any one or more of any of the foregoing, as directed by the Owner in the Owner's sole discretion.

ARTICLE 16

CHANGES AND EXTENSIONS OF TIME

(A) Owner's Right To Order Changes: One or more changes in the Design Services or the Work within the general scope of the Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by Owner without invalidating the Contract. Such changes shall be communicated by Change Order or by Field Order. Design/Builder shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the following terms and conditions as set forth in this Article 16.

(B) Definition Of Change Order: "Change Order" shall mean a written order to Design/Builder executed by Owner, issued after execution of this Agreement, and approved by the Georgia Department of Education, if required, authorizing and directing a change in the Design Services or the Work, an adjustment to the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order. The Owner will not be responsible for any change in the Design Services or the Work involving extra costs unless approval in writing is furnished by the Owner before such Design Services or Work is begun.

(C) Adjustments To Contract Price Or Contract Time: Upon the occurrence of a change as set forth in Paragraph 16(A), the adjustment, if any, to the Contract Price or the Contract Time resulting from the change shall be determined as follows:

- (1) Any increase in the Contract Price must be requested by Design/Builder pursuant to the terms and conditions of Article 17 of this Agreement, and any such request for an increase in the Contract Price shall

be subject to Paragraph 16 (G) of this Agreement. The failure of Design/Builder to provide notice in writing to Owner in accordance with Article 17 of this Agreement of any request for an increase in the Contract Price shall constitute a waiver by Design/Builder of any entitlement to an increase in the Contract Price.

(2) The change in the Contract Price, if any, shall be established on the basis of, and shall be limited to, the reasonable actual expenditures or savings, as defined below, resulting from the change, plus a component for direct jobsite overhead and profit, as set forth below, but shall not include home office overhead or other indirect costs or components. If, and to the extent, the change involves subcontracted Design Services or Work, the overhead and profit component for the subcontracted Design Services or Work shall be five percent (5%) and the overhead and profit component for the Design/Builder shall be five percent (5%) of the amount allocable for subcontracted Design Services or Work; provided, however, that the foregoing five percent (5%) overhead and profit component for subcontracted Design Services or Work is intended to cover all Subcontractors and subcontractors of any tier, and there shall be no additional overhead and profit component for subcontractors below first-tier Subcontractors of the Design/Builder. If the change involves only Design Services or Work of the Design/Builder, the component for overhead and profit shall be ten percent (10%). Any such expenditures or savings shall be documented in such form and with such content and detail as Owner may require. As used in this Subparagraph 16 (C)(2), reasonable expenditures or savings means, and shall be limited to, the following:

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

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

(3) Any extension of the Contract Time requested by Design/Builder for performance of any change in the Design Services or the Work ordered by Owner may be granted by mutual agreement and then set forth in the Change Order. Otherwise, extensions of the Contract Time must be requested by Design/Builder pursuant to the terms and conditions of Article 17 of this Agreement, and any such request for extension of the Contract Time shall be subject to Paragraph 16(G) of this Agreement. The failure of Design/Builder to provide notice in writing to Owner in accordance with Article 17 of this Agreement of any request for extension of the Contract Time shall constitute a waiver by Design/Builder of any entitlement to an extension of the Contract Time.

(D) Continuing Duty To Perform Work And Make Payment: The Design/Builder shall continue to diligently perform the Design Services and the Work, including any change directed by Owner by Change Order, and shall keep thorough records of the cost of performance of such Change Order consistent with and in accordance with the provisions of Subparagraph 16(C)(2) above. Pending final determination of reasonable expenditures or savings, payments on account shall be made to Design/Builder in accordance with said Subparagraph 16(C)(2) and Article 11 herein.

(E) Changes In Unit Prices: If unit prices are provided in the Contract, and if the quantities contemplated are materially changed in a proposed Change Order such that an application of the unit prices to the quantities of Work proposed would cause inequity to the Owner or the Design/Builder, then, subject to the three (3) immediately succeeding sentences, the applicable unit prices shall be equitably adjusted at the request of either party made in accordance with such other provisions of this Contract as are applicable to such party. No such equitable adjustment shall be made with respect to the quantities contemplated in the Contract. Any equitable adjustment to unit prices pursuant to this Paragraph 16 (E) shall be made only with respect to the difference between the quantity of applicable units of Work contemplated in the Contract and the quantity of applicable units of Work resulting after giving effect to such a proposed Change Order, and an equitable adjustment shall be made only if such difference is a material difference from the quantities contemplated in the Contract. Any increase to unit prices pursuant to this Paragraph 16 (E) shall be conditioned and contingent upon the Design/Builder demonstrating proof, satisfactory to the Owner, that such increase in the unit price is due solely to increased cost per unit caused solely by such a material change in quantities.

(F) Minor Changes: Owner shall have authority to order minor changes in the Work not involving a change in the Contract Price nor extension of the Contract Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and Design/Builder shall promptly carry out such written Field Orders.

(G) Effect Of Executed Change Order: The execution of a Change Order by Design/Builder shall constitute conclusive evidence of Design/Builder's agreement to the ordered changes in the Design Services or the Work, the Contract as thus amended, the Contract Price as thus amended and the Contract Time as thus amended. Design/Builder, by executing the Change Order, acknowledges that the changes set forth therein is for the full and final adjustment of the Contract Price and Contract Time associated with the Change Order work, that the stated extension of the Contract Time is equitable in nature and that no further claims for any Contract Time or Contract Price for whatever reason shall be made against the Owner for the work enumerated in the Change Order, and waives and releases any claim against Owner for additional time or compensation for matters relating to, arising out of, or resulting from the Design Services or the Work included within or affected by the executed Change Order.

(H) Consent Of Surety: Design/Builder shall notify and obtain the consent and approval of Design/Builder's surety with reference to all Change Orders if such notice, consent or approval are required by Owner, Design/Builder's surety or by law. Design/Builder's execution of the Change Order shall constitute Design/Builder's warranty to Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

(I) Fiduciary Relationship: Design/Builder recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Design/Builder and Owner and agrees that it shall at all times in good faith use its best efforts to advance Owner's interests and agrees to perform the Design Services and the Work in the best professional manner.

ARTICLE 17

CLAIMS BY DESIGN/BUILDER

(A) Terms And Conditions Of Claims: Claims by Design/Builder against Owner are subject to the terms and conditions of this Article 17, and strict compliance herewith shall be a condition precedent to any liability of Owner therefor.

(B) Notice Of Claim: All Design/Builder claims, disputes and other matters in question against Owner arising out of or related to the Contract or the breach thereof, including without limitation claims in respect of changes in the Contract Price or Contract Time, shall be initiated by a written notice of claim submitted to Owner. Such written notice of claim shall be received by Owner no later than seven (7) days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim including the amount claimed. Design/Builder agrees and acknowledges that its failure to provide written notice

of a claim as set forth herein shall constitute a waiver of any claim for additional compensation or time extension related thereto.

(C) Documentation In Support Of Claims: Upon discovering an event or condition forming the basis of a claim for an increase in the Contract Price or an extension of the Contract Time, Design/Builder shall, until the claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis for the claim.

(D) Formal Written Claim: No later than ten (10) days after the date of the written notice of claim, Design/Builder shall submit a formal written claim which shall include at least the following information: (1) a concise statement of the occurrence(s) supporting the claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the claim dispute or other matter; (3) the date Design/Builder discovered the occurrence(s); (4) a detailed schedule of values identifying all costs resulting from the claim, dispute or other matter; (5) documentation supporting the schedule of values; (6) identification of any impact the claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the claim, dispute or other matter. In the event the claim relates to a Change Order, Design/Builder's formal written claim shall also include Design/Builder's good faith estimate of the change in the Contract Price, the Contract Time, or both, determined in accordance with Article 16 in respect of the Change Order. Other information or documents shall be submitted to Owner within ten (10) days after written request by Owner. The failure to provide a claim as set forth herein, or the failure to provide such other documents or information requested by Owner within ten (10) days after the written request, shall constitute a waiver of any claim for additional compensation or time extension related thereto.

(E) Continuous Duty To Provide Documentation: Design/Builder shall provide, and continue to provide, to Owner all such documentation, including cost and time records, as and when Owner may request so that Owner may evaluate Design/Builder's claim.

(F) Duty To Continue Performance: Design/Builder and Owner shall continue their performance hereunder regardless of the existence of any claims submitted by Design/Builder.

(G) Differing Site Conditions: In the event Design/Builder discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, and not reasonably discoverable by Design/Builder's diligent inspections as required herein, the Contract Price shall be modified, either upward or downward, upon the written claim made by either party within seven (7) calendar days after the first appearance to such party of the circumstances. As a condition precedent to Owner having any liability to Design/Builder due to concealed and unknown conditions, Design/Builder must give Owner written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure of Design/Builder to give the written notice and make the claim as provided by this Paragraph 17(G) shall constitute a waiver by Design/Builder of any rights arising out of or relating to such concealed and unknown condition including any claim for an increase in the Contract Price or any claim for an extension of the Contract Time.

(H) Claims For Increase In Contract Price: In the event Design/Builder seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of Owner therefor, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur shall constitute a waiver by Design/Builder of any claim for additional compensation.

(I) Limit Of Owner's Liability For Increased Costs: In connection with any claim by Design/Builder against Owner for compensation in excess of the Contract Price, any liability of Owner (1) shall be strictly limited to direct cost actually and reasonably incurred by Design/Builder in accordance with the provisions regarding changes in the Contract Price as set forth in Paragraph 16(C)(2), and (2) shall in no event include indirect, consequential, impact or other costs, expenses or damages of Design/Builder or its Subcontractors. Such indirect costs or consequential damages, as referred to herein and elsewhere in this Agreement, that are not recoverable by the Design/Builder shall include loss of financing, loss or impairment of bonding, loss of business, loss of profit and overhead on Work not yet performed and loss of future or anticipated profits from other work. The Owner's limitation of liability for such indirect or consequential damages shall not apply to the Owner's liability to the Design/Builder, if any, for claims

arising out of bodily injury to persons, death or damage to property caused by or resulting from the sole negligence of the Owner, or its officers, agents or employees. Owner shall not be liable to Design/Builder for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which Owner would not be liable to Design/Builder under the terms of the Contract. As a condition precedent to Owner's liability to Design/Builder for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Design/Builder and such Subcontractor's claims must have been submitted to Owner by Design/Builder in strict compliance with all the requirements of this Article 17. Owner shall not be liable to Design/Builder for claims of third parties including Subcontractors, unless and until the liability of Design/Builder therefor has been established in a court of competent jurisdiction.

(J) Claims For Increase In Contract Time: If Design/Builder is delayed in progressing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of: (i) any act or omission by the Owner or someone acting in the Owner's behalf, (ii) any Owner-authorized Change Order, (iii) acts of God, (iv) unusually severe weather, (v) any order of a governmental authority having jurisdiction over the Project which order is issued through no fault of the Design/Builder, (vi) acts of war, or (vii) acts of terrorism, then the date for achieving Substantial Completion, or, as applicable, Final Completion, shall, subject to the provisions of Paragraph 17(K) below, be appropriately adjusted by Owner upon the written notice and claim of Design/Builder to Owner for such reasonable time as Owner may determine. A task is critical within the meaning of this Paragraph 17(J) if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. As a condition precedent to any right to an extension of time, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Design Services or Work. If Design/Builder fails to give such notice, any claim for an extension of time shall be waived.

(1) **Sufficiency of Contract Time.** The Design/Builder agrees that the Design Services and the Work shall be prosecuted regularly, diligently, and without interruption at such rate of progress as will insure full completion thereof within the time required by the Contract Documents. It is expressly understood and agreed that the Design/Builder has considered all contingencies and factors affecting its ability to perform all the Design Services and the Work within this time, including without limitation, delays caused by any fact or condition other than those expressly set forth in clauses (i) through (vii) of the foregoing Paragraph 17(J), and after consideration of all such contingencies and factors, Design/Builder has made an allowance for such contingencies and factors before agreeing to the time for completion specified in the Contract Documents, and does further agree that all things considered, such time for completion is a reasonable time for completion of all Design Services and Work to be performed hereunder, without the need for any extension of time for any reasons other than those expressly set forth in clauses (i) through (vii) of the foregoing Paragraph 17 (J).

(2) **Weather Delays.** The date for achieving Substantial Completion or, as applicable, Final Completion will not be extended due to unusually severe weather (excepting unusually severe weather which precludes access to the Project site) after the Project is enclosed or due to normal severe weather. For the purpose of this Paragraph, the term "enclosed" is defined to mean when the building is sufficiently sealed, either temporarily or permanently, to permit the structure to be heated and the roof dried in to permit finishing trades to work.

There shall be no extension of the time for completion due to any lost days that are not weekday working days (based on a Monday through Friday work week). No change in the Contract Price shall be due because of weather.

(K) Owner's Right To Order Acceleration And To Deny Claimed And Appropriate Time Extensions, In Whole Or In Part: Design/Builder acknowledges and agrees that Substantial Completion of the Work by or before the Scheduled Completion Date is, or may be, of substantial importance to Owner.

(1) Owner shall accordingly have the right in its sole discretion to order Design/Builder to accelerate its progress in such a manner as to achieve Substantial Completion on or before such date as Owner may reasonably direct and, upon receipt, Design/Builder shall comply with such order.

(2) In the event that Design/Builder is otherwise entitled to an extension of Contract Time and has made claim therefor in accordance with Paragraph 17(J) above, Owner shall have the right in its sole discretion to deny all, or any part, of such extension of Contract Time by written notice to Design/Builder provided within

seven (7) days of receipt of Design/Builder's claim. Should Owner deny Design/Builder's claim for an extension of Contract Time under this Subparagraph (2), either in whole or in part, Design/Builder shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date.

(3) In the event that (a) Owner orders Design/Builder to accelerate its progress under Subparagraph 17(K)(1) above, or (b) Owner exercises its rights under Subparagraph 17(K)(2) above, or (c) both, such action shall be deemed to constitute a Change Order under Article 16 and any change in the Contract Price shall be determined in accordance therewith.

(L) No Damages for Delay: Notwithstanding anything in this Article 17 to the contrary, for delays to the Work caused solely by the Owner, Design/Builder's sole remedy against the Owner shall be an extension of the Contract Time in accordance with Paragraph 17(J) above and the direct field costs and approved direct job-related material and equipment costs which Design/Builder could not reasonably avoid, incurred on account of such delay. Under no circumstances shall Design/Builder be entitled to any indirect field or home office costs, including home office overhead, or any costs which result from acceleration of the Work, except as specifically provided in Paragraph 17(K) above. For delays to the Work caused by an event outside the control of Design/Builder or Owner, (i) if such delay is not more than 30 days, Design/Builder's sole remedy shall be an extension of the Contract Time in accordance with Paragraph 17(J) above, and (ii) if such delay exceeds 30 days, Design/Builder's sole remedy shall be an extension of the Contract Time in accordance with Paragraph 17(J) above and recovery of the direct field costs and approved direct job-related material and equipment costs which Design/Builder could not reasonably avoid, incurred on account of the delay, beginning on the 31st day of such delay; provided, however, that no extension of the Contract Time or field costs shall be granted if such delay could have been reasonably anticipated by Design/Builder. For delays to the Work caused by the mixed acts or omissions of Owner and Design/Builder, Design/Builder's sole remedy shall be an extension of the Contract Time in accordance with Paragraph 17(J) above. For delays within its control or delays which could have been reasonably anticipated by Design/Builder, Design/Builder shall not be entitled to an extension of time or any costs incurred on account of such delay and shall finish the Work in accordance with the Contract Documents.

(M) Claims Resolved By Change Order: The resolution of any claim under this Article 17 shall be reflected by a Change Order executed by Owner and Design/Builder.

(N) Mediation: Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Owner and Design/Builder shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 18

UNCOVERING AND CORRECTING WORK

(A) Design/Builder Not To Cover Work Contrary To Requirements: If any of the Work is covered, concealed or obscured contrary to the written request of Owner, or contrary to any provision of the Contract, said Work shall, if required by Owner, be uncovered for inspection and shall be properly replaced at Design/Builder's expense without change in the Contract Time.

(B) Owner's Right To Order Uncovering Of Any Work: If any of the Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 18(A) above, it shall, if required by Owner, be uncovered for inspection. If such Work conforms strictly with the Contract, the cost of uncovering and proper replacement shall by Change Order

be charged to Owner. If such Work does not strictly conform with the Contract, Design/Builder shall pay the cost of uncovering and proper replacement.

(C) Duty To Correct Rejected Work: Design/Builder shall immediately proceed to correct Work rejected by Owner as defective or failing to conform to the Contract. Design/Builder shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections made necessary thereby.

(D) Duty To Correct Defective Work Discovered After Completion: In addition to its warranty obligations set forth elsewhere herein, Design/Builder shall be specifically obligated to correct any and all defective or nonconforming Work for a period of twelve (12) months following Final Completion upon written direction from Owner. Upon written direction from the Owner regarding defective or nonconforming Work, Design/Builder shall within two (2) working days respond by visiting the site and commencing, and promptly completing, any necessary remedial Work including needed maintenance instructions to Owner's personnel. The Design/Builder's obligations under this Paragraph shall survive final payment by Owner and termination of the Contract.

(E) No Period Of Limitation Established: Nothing contained in Paragraph 18(D) shall establish any period of limitation with respect to other obligations which Design/Builder has under the Contract. Establishment of the one-year time period in Paragraph 18(D) above relates only to the duty of Design/Builder to specifically correct the Work.

(F) Owner's Option To Accept Defective Work: Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable costs of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. Owner shall be entitled to such reduction in the Contract Price regardless of whether Owner has, in fact, removed and corrected such defective Work. If the unpaid balance of the Contract Price, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Work, Design/Builder shall, upon written demand from Owner, pay Owner such additional compensation for accepting defective or nonconforming Work.

ARTICLE 19

SUSPENSION AND TERMINATION

(A) Suspension Of Performance: Owner may at any time for any reason whatsoever or for no reason suspend performance under the Contract, or any designated part thereof, for a cumulative period of up to one hundred twenty (120) calendar days. If any such suspension is directed by Owner, Design/Builder shall immediately comply with same.

(B) Ceasing Performance Upon Suspension: From and upon the effective date of any suspension ordered by Owner, Design/Builder shall incur no further expense or obligations in connection with the Contract, and Design/Builder shall cease its performance. Design/Builder shall also, at Owner's direction, either suspend or assign to Owner any of its open or outstanding subcontracts or purchase orders.

(C) Claim For Costs Of Suspension: In the event Owner directs a suspension of performance under this Article 19, through no fault of Design/Builder, and provided Design/Builder submits a proper claim as provided in this Agreement, Owner shall pay Design/Builder as full compensation for such suspension Design/Builder's reasonable costs, actually incurred and paid, of:

- (1) Demobilization and remobilization, including such costs paid to Subcontractors, but only if the suspension lasts for a period of more than thirty (30) days;
- (2) Preserving and protecting Work in place;
- (3) Storage of materials or equipment purchased for the Project, including insurance thereon;

(4) Performing in a later, or during a longer, time frame than that contemplated by this Contract.

(D) Resumption Of Work After Suspension: If Owner lifts the suspension it shall do so in writing, and Design/Builder shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Design/Builder has exercised its right of termination as provided herein.

(E) Termination By Design/Builder For Prolonged Suspension of Performance: If the Owner suspends Design/Builder's performance for a period of more than one hundred twenty (120) days through no fault of the Design/Builder, the Design/Builder may, upon seven (7) days written notice to Owner, terminate this Contract and recover from Owner on the terms and conditions and in the amounts provided in Paragraph 19(H) below as though Owner had terminated Design/Builder's performance under the Contract for convenience pursuant to Paragraph 19(G) below.

(F) Termination By Design/Builder For Cause: If Owner shall persistently or repeatedly fail to perform any material obligation to Design/Builder for a period of sixty (60) days after receiving written notice from Design/Builder of its intent to terminate hereunder, Design/Builder may terminate performance under the Contract by written notice to Owner. In such event, Design/Builder shall be entitled to recover from Owner on the terms and conditions and in the amounts provided in Paragraph 19(H) below as though Owner had terminated Design/Builder's performance under the Contract for convenience pursuant to Paragraph 19(G) below.

(G) Termination By Owner For Convenience: Owner may, for any reason whatsoever, or without reason, terminate performance under the Contract by Design/Builder for convenience. Owner shall give written notice of such termination to Design/Builder specifying when termination becomes effective. Design/Builder shall incur no further obligations in connection with the Contract and Design/Builder shall stop Design Services and the Work when such termination becomes effective. Design/Builder shall also, at Owner's direction, either terminate or assign to Owner or Owner's designee outstanding orders and subcontracts. Without prejudice to any other rights or remedies of the Owner, at the Owner's option, subject to any prior rights of the surety(ies) obligated under any bond relating to the Contract, Owner, or Owner's designee(s), may accept assignment of any one or more subcontracts pursuant to Paragraph 15(H) of this Agreement. Design/Builder shall settle the liabilities and claims arising out of any terminated subcontracts and orders. Owner may direct Design/Builder to assign Design/Builder's right, title and interest under terminated orders or subcontracts to Owner or its designee. Design/Builder shall transfer title and deliver to Owner such completed or partially completed Design Documents, Work and materials, equipment, parts, fixtures, information and Contract rights as Design/Builder has.

(H) Submission Of Termination Claim And Compensation For Termination For Convenience: When terminated for convenience, Design/Builder shall be compensated as follows:

(1) Design/Builder shall submit a termination claim to Owner specifying the amounts believed to be due because of the termination for convenience together with costs, pricing or other data required by Owner. If Design/Builder fails to file a termination claim within ninety (90) Days from the effective date of termination, Owner shall pay Design/Builder an amount derived in accordance with Subparagraph (3) below;

(2) Owner and Design/Builder may agree to the compensation, if any, due to Design/Builder hereunder;

(3) Absent agreement to the amount due to Design/Builder, Owner shall pay Design/Builder, as full compensation for termination for convenience, the following amounts:

(a) That portion of the Contract Price representing the value of the Design Services and the Work, as reflected on the Schedule of Values, performed by Design/Builder prior to its receipt of the notice of termination, which is completed and accepted by Owner for which Design/Builder has not been previously paid;

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Design Services and the Work, and in terminating Design/Builder's performance, plus a fair and reasonable allowance for direct jobsite overhead and profit thereon (such profit shall not include

anticipated profit or consequential damages); provided however, that if it appears that Design/Builder would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph 19(G) above. These costs shall not include amounts paid in accordance with other provisions hereof.

In no event shall Design/Builder be entitled to recover anticipated profits or other consequential damages from Owner on account of a termination for convenience or an erroneous termination for cause, as described below. The total sum to be paid Design/Builder under this Paragraph shall not exceed the Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

(I) Termination By Owner For Cause: If Design/Builder does not perform the Design Services or the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then Owner may by written notice to Design/Builder, without prejudice to any other right or remedy against Design/Builder or others, terminate the performance of Design/Builder and take possession of the Project site and of all materials and equipment at the site and may finish the Work by whatever methods it may deem expedient. Design/Builder shall, if directed by the Owner in the Owner's sole discretion, assign to Owner or its designee any outstanding orders and subcontracts and transfer title and deliver to Owner such completed or partially completed Design Documents, Work and materials, equipment, parts, fixtures information and Contract rights as Design/Builder has. Without prejudice to any other rights or remedies of the Owner, at the Owner's option, subject to any prior rights of the surety(ies) obligated under any bond relating to the Contract, Owner, or Owner's designee(s), may accept assignment of any one or more subcontracts pursuant to Paragraph 15(H) of this Agreement. In the event that the Owner terminates the performance of the Design/Builder pursuant to this Paragraph 19(I), Design/Builder shall not be entitled to receive any further payment until the Work is finished.

(J) Erroneous Termination For Cause: In the event the performance of Design/Builder is terminated by Owner for cause pursuant to Paragraph 19(I) and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Paragraph 19(G) and the provisions of Paragraph 19(H) regarding compensation shall apply.

(K) Payments To Design/Builder After Termination For Cause: If the unpaid balance of the Contract Price, as it may be modified hereunder, exceeds the costs of finishing the Design Services and the Work, including compensation for Owner's additional costs and expenses of every nature whatsoever made necessary thereby, such excess shall be paid to Design/Builder. If such costs exceed the unpaid balance, Design/Builder shall pay the difference to Owner. This obligation for payment shall survive the termination of the Agreement.

(L) Article 17: Termination of the Design/Builder's performance by Owner is not subject to the procedures set forth in Article 17.

ARTICLE 20

OWNERSHIP OF DOCUMENTS

(A) Documents Owner's Property: The Design Documents and the Contract Documents, including but not limited to, the drawings, specifications and other documents or things prepared by or on behalf of Design/Builder for the Project, shall immediately become and be the sole property of Owner. Any documents furnished by Owner shall remain the property of Owner. Design/Builder may be permitted to retain copies of the Design Documents and Contract Documents and any documents furnished by Owner for its records and for its future professional endeavors.

ARTICLE 21

INDEMNITY

The Design/Builder shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with the Design/Builder's performance of this Agreement, provided that such claim, liability, damage, loss, cost or expense is due to sickness, bodily injury, disease or death, or to loss or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent caused by the Design/Builder, or anyone for whose acts the Design/Builder is or may be responsible or liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner. The Design/Builder shall not indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys' fees, arising out of sickness, bodily injury, disease or death, or to loss or destruction of tangible property caused by or resulting from the sole negligence of the Owner, or its officers, agents or employees; provided, however, the preceding limitation concerning the sole negligence of the Owner or its officers, agents or employees shall not limit or affect any obligation of the Design/Builder under workers' compensation or coverage or insurance specifically relating to workers' compensation, nor any requirement that one party to this Agreement purchase a project specific insurance policy, including owner's or contractor's protective insurance, builder's risk insurance, installation coverage, project management protective liability insurance, an owner controlled insurance policy, or a contractor controlled insurance policy.

ARTICLE 22

INSURANCE

Design/Builder shall have and maintain the insurance in accordance with the requirement of Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE 23

SURETY BONDS

(A) Performance Bond And Payment Bond: Design/Builder shall furnish separate performance and payment bonds to Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by Design/Builder shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by Design/Builder, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by Design/Builder shall be in the exact form provided by the Owner and shall be executed by a surety, or sureties, licensed in the State of Georgia by the Office of Commissioner of Insurance, rated A or better by A.M. Best Company, listed on the United States Department of Treasury's Listing of Approved Sureties (Treasury Department Circular 570) as a surety authorized to write bonds for the U.S. Government with a total underwriting limitation equal to or greater than the penal sum of the bonds as adjusted from time to time, and not otherwise reasonably objectionable to the Owner.

ARTICLE 24

MISCELLANEOUS PROVISIONS

(A) Governing Law: The Contract shall be governed by the laws of the State of Georgia. Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. The Design/Builder and its Surety(ies) irrevocably consent, and waive any objection they may have, to the exclusive jurisdiction and venue of the Superior Court of DeKalb County, Georgia, with respect to any matter or dispute arising out of or relating to this Contract.

(B) Successors And Assigns: Owner and Design/Builder bind themselves, their successors, assigns, executors, administrators and other legal representatives to the other party hereto and to successors, assigns, executors, administrators and other legal representatives of such other party in respect to all terms and conditions of this Contract.

(C) Non-Assignment: Design/Builder shall not assign the Contract, or any part of the Contract, nor shall it delegate any of its duties hereunder, without prior written consent of Owner.

(D) Notices: Any notice required to be given herein shall be deemed to have been given to the other party if provided by either registered or certified mail, return receipt requested, or hand delivery, to the following addresses:

To Owner:

DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084
Attn: Director of Design and Construction

With a copy to:

Mr. Erick Hofstetter, Chief Operating Officer
c/o DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084
Attn: Project Manager for _____

To Design/Builder:

All notices shall be effective upon receipt. Either party may change its address for notices by giving the other party a notice hereunder.

(E) Publicity: No information relative to the existence or the details of the Design Services or the Work shall be released by Design/Builder, either before or after completion of the Project, for publication, advertising or any commercial purposes without Owner's prior written consent.

(F) Severability: In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

(G) No Third Party Beneficiaries: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

(H) Day: Unless otherwise expressly provided to the contrary in the Contract, the term “day” shall mean calendar day.

(I) Codes and Standards: Any codes and standards referred to in the Contract Documents are minimum standards. If the requirements of the Contract Documents exceed those of the codes and standards, the Contract Documents shall govern.

(J) Affidavits of Non-collusion: The Design/Builder shall provide, and shall require its Subcontractors to provide, such affidavits of non-collusion as may be required by applicable law or the Owner, in form and content satisfactory to the Owner, at such time as may be required by applicable law or the Owner.

(K) Immigration and Security: The Design/Builder and all subcontractors shall comply with all state and federal immigration laws, rules and regulations, and the Design/Builder and all subcontractors shall provide the Owner with a completed and signed Immigration and Security Form and accompanying affidavits, in the form attached hereto as Exhibit “L” as a condition precedent to Final Payment.

ARTICLE 25

COOPERATION WITH PROGRAM MANAGER

(A) The “Program Manager” is the individual or entity named by the Owner, in writing from time to time, as the Program Manager. The Design/Builder shall fully cooperate with the Program Manager. Such cooperation shall include, without limitation, providing any requested information to the Program Manager, and advising, meeting with, consulting with, and coordinating with the Program Manager.

(B) The Design/Builder acknowledges that it has received, reviewed, and studied the contract between the Owner and Program Manager. To the extent that the Program Manager is authorized by its contract with Owner to act as the agent of the Owner, Design/Builder agrees to comply with all directions and instruction given by the Program Manager.

ARTICLE 26

PROHIBITION AGAINST CONTINGENT FEES

(A) The Design/Builder by execution of this Agreement warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 27

ADDITIONAL REQUIREMENTS AND ASBESTOS STATEMENT

Attached hereto and incorporated herein as part of this Agreement are the Additional Requirements included as Exhibit “K”, and the Asbestos Statement of Declaration included as Attachment “K-1”. The Design/Builder and its architectural Subcontractor shall sign and deliver to the Owner the Asbestos Statement Declaration at such time as the Owner may require.

Executed by the parties' duly authorized representatives as indicated by their signatures below.

OWNER

DeKalb County Board of Education (Seal)

By: _____
(Signature)

Mr. Diijon DaCosta Sr. Board Chair
(Printed Name, Title)

By: _____
(Signature)

Dr. Devon Q. Horton, Superintendent
(Printed Name, Title)

DeKalb County Board of Education

1701 Mountain Industrial Boulevard

Stone Mountain, GA 30083
(Address of Owner)

(Date of Execution)

Erick Hofstetter, Chief Operating Officer

DESIGN/BUILDER

(Typed Name of Design/Builder) (Seal)

By: _____
(Signature)

(Printed Name, Title)

(Address of Design/Builder)

(Date of Execution)

EXHIBIT "A"

REQUIRED INSURANCE

(1) The Design/Builder shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Design/Builder's operations under the Contract; whether such operations are by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

(a) claims under workers' or workmen's compensation disability benefit or other similar employees benefit acts;

(b) claims for damages because of bodily injury, occupational sickness or disease or death of its employees;

(c) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;

(d) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Design/Builder, or (2) by any other person;

(e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

(f) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

(2) The insurance required by Paragraph 1 shall be written for not less than any limits of liability specified in the contract documents, or required by law, whichever is greater.

(3) The insurance required by Paragraph 1 shall include contractual liability insurance.

(4) The Design/Builder shall be responsible from the time of signing the Contract or from the time of the beginning of the first Design Services or work, whichever shall be earlier, for all bodily injury (including death) or damage to property of any kind resulting from the Design Services or Work under this Contract to persons or property.

The Design/Builder assumes the obligation to save the Owner harmless and to indemnify it from every expense, liability or payment arising out of or through bodily injury (including death) to any person or persons or damage to property of any person arising out of any act of the Design/Builder, any Subcontractor or anyone either:

(a) directly or indirectly employed by or;

(b) under the supervision of any of them in the prosecution of the Design Services or Work included in the Contract.

Liability policies shall name the Owner and DeKalb County School District as an additional insured.

(5) The Design/Builder agrees to comply with the provisions of the Workman's Compensation laws of the State of Georgia and to require all Subcontractors likewise to comply. Design/Builder shall secure the following insurance at his own expense and prior to starting any Design Services or Work shall file Certificates of Insurance with the Owner, except that on the Owner's Protective Insurance, original policies shall be filed with the Owner.

(a) Workmen's Compensation – Statutory Limits Employer's Liability - \$1,000,000.00

- (b) Comprehensive General Liability (including Premises-Operations; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage and Broad Form General Liability Endorsement).
 - 1. Bodily Injury: \$1,000,000.00 Each Occurrence; \$1,000,000.00 Aggregate; Products and Completed Operations (Umbrella).
 - 2. Property Damage: \$500,000.00 Each Occurrence; \$1,000,000.00 Aggregate.
 - 3. Products and Completed Operation Insurance shall be maintained for a minimum period of one (1) year after final payment and Design/Builder shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period.
 - 4. Property Damage Liability Insurance shall include coverage for Explosion, Collapse, and Underground.
 - 5. Contractual Liability (Hold Harmless Coverage): Bodily Injury: \$1,000,000.00 Each Occurrence; Property Damage: \$500,000.00 Each Occurrence; \$500,000.00 Aggregate.
 - 6. Personal Injury, with Employment Exclusion deleted: \$1,000,000.00 Aggregate.
- (c) Comprehensive Automobile Liability (owned, non-owned, hired);
 - 1. Bodily Injury: \$1,000,000.00 Each Person, \$1,000,000.00 Each Accident.
 - 2. Property Damage: \$1,000,000.00 Each Occurrence.
 - 3. Personal Injury Protection: Statutory Limits.

(6) Certificates of Insurance (2 copies) shall be filed with Owner before commencement of Design Services or Work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled, changed or allowed to expire until fifteen (15) days after the Owner has received written notice evidence by return receipt of registered letter.

(7) Insurance will not be acceptable unless written by a Company licensed by the State Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to the Owner.

(8) Design/Builder shall purchase and maintain Owner's Protective Liability Policy with minimum limits of:

- (a) Bodily Injury: \$1,000,000.00 Each Occurrence, \$1,000,000.00 Aggregate.
- (b) Property Damage: \$500,000.00 Each Occurrence, \$500,000.00 Aggregate.
- (c) Personal Injury, with Employment Exclusion deleted: \$1,000,000.00 Aggregate.

This policy shall be issued in the name of DeKalb County Board of Education and delivered to Owner along with Certificates of Insurance. Employees of the DeKalb County Board of Education shall be included as an additional insured.

(9) Design/Builder shall purchase and maintain BUILDER'S RISK INSURANCE payable to the Design/Builder and Owner, as their interest may appear, upon the entire structure and all materials in or adjacent thereto which are to be made a part of the insured structure of 100% of the insurable value thereof covering fire, extended coverage, vandalism and malicious mischief.

(10) The Design/Builder may, at his option, purchase insurance policies having a "deductive" feature provided that:

- (a) Deductible amount does not exceed \$2,500.00.
- (b) Design/Builder agrees in written letter to the Owner to be responsible for payment of any such deductibles, in the event that such payment should become necessary.

(11) In addition, the Design/Builder shall provide and maintain Professional Liability Insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Project with a minimum level of coverage equal to or greater than 20% percent of the Contract Price, but not less than \$250,000 for the Project and a maximum deductible of \$50,000. The coverage provided herein shall contain an endorsement providing sixty (60) days' notice to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to the Owner

(12) In addition, the Design/Builder shall maintain the following other insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Project. The Design/Builder shall secure the following insurance at his own expense and shall file Certificates of Insurance with the Owner within five (5) days after the execution of this Agreement. Insurance will not be acceptable unless written by a company licensed by the State of Georgia Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to the Owner.

12.1.1 Workmen's Compensation and Employer's Liability to statutory limits.

12.1.2 Comprehensive Commercial General Liability including Owner's & Contractor's Protective with the following limits;

- (a) General Aggregate: \$1,000,000;
- (b) Products and Completed Operations Aggregate: \$1,000,000;
- (c) Personal & Advertising Injury: \$1,000,000;
- (d) Each Occurrence: \$1,000,000;
- (e) Fire Damage (Any one fire): \$50,000; and,
- (f) Medical Expense (Any one person): \$5,000

12.1.3 Automobile Liability (owned, non-owned, hired) with combined single limit of \$1,000,000 per occurrence.

12.2 The Owner and DeKalb County School District shall be included as additional insured on the coverages specified in Subparagraphs 12.1.2 and 12.1.3, and shall be indicated as such on certificates of insurance required herein.

12.3 These certificates shall contain a provision that coverages afforded under the policies will not be canceled, changed or allowed to expire until sixty (60) days after the Owner has received written notice evidence by return receipt of registered letter.

12.4 Unless expressly waived by Owner in writing, Design/Builder shall permit no consultant retained by Design/Builder to enter upon any Project site or perform any Services unless such consultant is and remains insured in accordance with the requirements of Paragraphs 12.1.1, 12.1.2, and 12.1.3. Design/Builder shall indemnify Owner for any loss or damage suffered by Owner as a result of the failure of any of Design/Builder's consultants to be so insured.

EXHIBIT “B”

LIQUIDATED DAMAGES

Liquidated damages applicable to Paragraphs 8(C) and 8(D) of this Agreement shall be the amount stated in the right column below which is directly opposite the applicable Contract Price range stated in the left column below.

If The Original Contract Price Is:

Daily Liquidated Damages Shall Be:

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

EXHIBIT "C"

CONTRACTOR AFFIDAVIT

By executing the affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____ (name of public employer) 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 of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Contractor Name)

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:

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

EXHIBIT "D"

SUBCONTRACTOR AFFIDAVIT

By executing the affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____ (name of public employer) 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 of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____, DAY OF _____, 20__

Notary Public
My Commission Expires:

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

EXHIBIT “E”

SAMPLE ITEMIZATION OF TASKS FOR DESIGN SCHEDULE

This exhibit is intended to be illustrative of the itemization of tasks Owner requires in the Design Schedule. Nothing herein shall be deemed or construed to limit the Design/Builder’s duties to the tasks identified in this exhibit. Illustrative tasks include, without limitation, the following as applicable to the Project:

Notice to Proceed

Project Kick-Off Meeting

PRELIMINARY CONSULTATION

As-built Documentation/Building Space Survey
MEP Analysis/Investigation
Needs Assessment
Code Review
Utilities Review
Program/Planning Work Sessions
Preliminary Presentation
Final Submission
Owner Review & Approval
Notice to Proceed
Soil Borings
Survey

PRELIMINARY DESIGN

Document Preparation
Finalize Site Architectural Plan
Finalize Conceptual Floor Plans
GDOE Preliminary Submittal
GDOE Preliminary Approval
Civil Documents
Landscape Conceptual Plan
LDP Submittal
LDP Approval
Architectural Plans (Renovations & Addition)
Preliminary Interiors Selections
Interiors Presentation to Owner
Incorporate Owner’s Comments Interiors
Structural
MEP
Preliminary Cost Estimate
Outline Specifications
Quality Control Review
Fire Marshal Review
Submit Preliminary Design to Owner
Review Documents w/Owner
Incorporate Owner Comments
Notice to Proceed to Construction Documents
GDOE Check Set Submittal
GDOE Check Set Approval

CONSTRUCTION DOCUMENTS

- Document Preparation
- Final Civil Documents
- Architectural Plans
- Structural
- MEP
- Specifications
- Coordination of Documents
- Quality Control Review
- Final Cost Estimate
- Submit C.D. Documents to Owner
- Review Documents w/Owner
- Incorporate Owner Comments

BUILDING PERMIT

- GDOE Final Submission
- Submit for Building Permit
- GDOE Final Approval
- Building Permit/LDP
- Incorporate Permit Review comments

BID/NEGOTIATIONS

- Bid Period
- Pre-Bid Conference
- Negotiations & Award
- Begin Construction

EXHIBIT “F”

MINIMUM REQUIREMENTS FOR DESIGN/BUILDER’S SCHEDULE OF CONSTRUCTION

PART 1 - GENERAL

- 1.1 **DEFINITIONS.** For purposes of this Exhibit, the following terms shall have the meanings set forth below.
- A. **Activity:** A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
 - B. **Cost Loading:** The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total portion of the Contract Price allocated to the Work, unless otherwise approved by Owner.
 - C. **CPM:** Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the project.
 - D. **Critical Path:** The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall project duration and contains no float.
 - E. **Event:** The starting or ending point of an activity.
 - F. **Float:** The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to Owner.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
 - G. **Fragnet:** A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
 - H. **Major Area:** A story of construction, a separate building, or a similar significant construction element.
 - I. **Milestone:** A key or critical point in time for reference or measurement.
 - J. **Network Diagram:** A graphic diagram of a network schedule, showing activities and activity relationships.
 - K. **Resource Loading:** The allocation of manpower and equipment necessary for the completion of an activity as scheduled.
- 1.2 **SUBMITTALS**
- A. **Preliminary Schedule of Construction:** Submit two opaque copies.

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

1.3 QUALITY ASSURANCE

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

1.4 COORDINATION

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

PART 2 - PRODUCTS

2.1 DESIGN/BUILDER'S SCHEDULE OF CONSTRUCTION, GENERAL

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

- b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 - 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
 - 8. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - i. Structural completion.
 - j. Permanent space enclosure.
 - k. Completion of mechanical installation.
 - l. Completion of electrical installation.
 - m. Substantial Completion.
 - 9. Other Constraints: Show the effect of any additional constraints.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Commencement Date, Substantial Completion, and Final Completion and interim milestones required by Owner, if any.
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
- 1. Design/Builder shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Owner's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, project record documents, and demonstration and training (if applicable), in an appropriate amount.
 - 2. Each activity cost shall reflect an accurate value subject to objection by Owner.
 - 3. Total cost assigned to activities shall equal the total portion of the Contract Price allocated to the Work.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

- 1. Use software, version and operating system required by Owner.

2.2 DESIGN/BUILDER'S SCHEDULE OF CONSTRUCTION (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: Submit diagram within 7 days of date established for commencement of the Work. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Design/Builder's Schedule of Construction using a computerized, cost-loaded and resource-loaded, time-scaled CPM network analysis diagram for the Work.
 - 1. Submit CPM schedule within 15 days after date established for commencement of the Work.
 - n. Failure to include any Work item required for performance of this Contract shall not excuse Design/Builder from completing all Work within applicable completion dates.
 - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. If applicable, work by Owner that may affect or be affected by Design/Builder's activities.
 - i. Testing and start up.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 - 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
 - 1.
 - 2. Design/Builder or subcontractor and the Work or activity.
 - 3. Description of activity.
 - 4. Principal events of activity.
 - 5. Immediate preceding and succeeding activities.
 - 6. Early and late start dates.
 - 7. Early and late finish dates.
 - 8. Activity duration in workdays.
 - 9. Total float or slack time.
 - 10. Average size of workforce.
 - 11. Dollar value of activity (coordinated with the Schedule of Values).

- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 - 1. Identification of activities that have changed.
 - 2. Changes in early and late start dates.
 - 3. Changes in early and late finish dates.
 - 4. Changes in activity durations in workdays.
 - 5. Changes in the critical path.
 - 6. Changes in total float or slack time.
 - 7. Changes in the Contract Time.

- G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
 - 1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
 - 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
 - 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
 - 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

PART 3 - EXECUTION

3.1 DESIGN/BUILDER'S SCHEDULE OF CONSTRUCTION

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
 - 1. In-House Option: Owner may waive the requirement to retain a consultant if Design/Builder employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

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

END OF EXHIBIT

EXHIBIT "G"

PARTIAL WAIVER AND RELEASE OF CLAIM RIGHTS

PROJECT: OWNER: DeKalb County Board of Education

DESIGN/BUILDER:

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

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

The undersigned further acknowledges receipt of all sums due pursuant to prior pay requests and warrants that all persons employed by the undersigned and all persons supplying materials and/or renting equipment to the undersigned have been paid in full.

DATED: _____

FIRM: _____

BY: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public

My commission expires:

____/____/____

EXHIBIT "H"

**FORM OF CONSENT OF SURETY TO
REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE**

TO OWNER:
DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084

PERFORMANCE BOND NO.:
PAYMENT BOND NO.:

CONTRACT FOR:

PROJECT:
[Name and address]

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Design/Builder as indicated above,

[insert name and address of Surety]

Surety, on bond of _____,
[insert name and address of Design/Builder]

Design/Builder, hereby approves the reduction in or partial release of retainage to the Design/Builder as follows:

The Surety agrees that such reduction in or partial release of retainage to the Design/Builder shall not relieve the Surety of any of its obligations to the DeKalb County Board of Education as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: _____

SURETY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

ATTEST: _____
[SEAL]

Note: Original Current Power of Attorney with Current Certificate Shall Be Attached Hereto.

EXHIBIT "I"

**FORM OF
DESIGN/BUILDER'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**

STATE OF: _____
COUNTY OF: _____

This Design/Builder's Affidavit of Payment of Debts and Claims is for the Contract dated

_____, for design and construction of _____,
[Insert Project Description]

between _____ ("Design/Builder") and the DeKalb County Board of Education ("Owner").

As to said Contract, the undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Design/Builder for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

DESIGN/BUILDER:
(Name and Address)

By: _____
(signature of authorized representative)

(printed name and title)

Subscribed and sworn to before me on this
____ day of _____, ____.

Notary Public

My Commission Expires:
____/____/____

EXHIBIT "J"

FINAL WAIVER AND RELEASE OF CLAIM RIGHTS

PROJECT: OWNER: DeKalb County Board of Education

DESIGN/BUILDER:

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

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

The undersigned further acknowledges receipt of all sums due pursuant to prior pay requests and warrants that all persons employed by the undersigned and all persons supplying materials and/or renting equipment to the undersigned have been paid in full.

DATED:_____ FIRM:_____

BY:_____

TITLE:_____

STATE OF _____

COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public

My Commission expires:

____/____/____

EXHIBIT "K"

**FORM OF
DESIGN/BUILDER'S AFFIDAVIT OF RELEASE OF CLAIMS**

STATE OF: _____
COUNTY OF: _____

This Design/Builder's Affidavit of Release of Claims is for the Contract dated _____, for
design and construction of _____,
[Insert Project Description]

between _____ ("Design/Builder") and the DeKalb County Board of Education
("Owner").

As to said Contract, the undersigned hereby certifies that to the best of undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Claims attached hereto include the Design/Builder, all Subcontractors, all suppliers of materials and equipment, and all suppliers of Work, labor or services who have or may have claims or the right to assert claims arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

DESIGN/BUILDER:
(Name and Address)

By: _____
(signature of authorized representative)

(printed name and title)

Subscribed and sworn to before me on this
____ day of _____, ____.

Notary Public

My Commission Expires:

____/____/____

EXHIBIT "L"
FORM OF
CONSENT OF SURETY TO FINAL PAYMENT

TO OWNER:
DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084

PERFORMANCE BOND NO.:
PAYMENT BOND NO.:

CONTRACT FOR:

PROJECT:
[Name and address]

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Design/Builder as indicated above,

[insert name and address of Surety]

Surety, on bond of _____,
[insert name and address of Design/Builder]

Design/Builder, hereby approves of final payment to the Design/Builder, and agrees that final payment to the Design/Builder shall not relieve the Surety of any of its obligations to the DeKalb County Board of Education as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:_____

SURETY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

ATTEST: _____
[SEAL]

Note: Original Current Power of Attorney with Current Certificate Shall Be Attached Her

EXHIBIT “M”

ADDITIONAL REQUIREMENTS

1. The Owner shall have the right, but not the obligation, to interview the design and management staff assigned to this Project. (Management and design staff shall have experience in school construction.)
2. The Design/Builder shall hold a job site progress meeting at least once every two weeks, once site work begins.
3. The Design/Builder shall provide the Owner with all final drawings on computer disk in AutoCAD version 2000, or scanned onto magnetic media that can be accessed by AutoCAD 2000.
4. The Design/Builder shall provide the Owner with 11” X 17” prints of the final site plan/grading plan, staking plan, and overall floor plan.
5. The Design/Builder shall file and review all plans with the DeKalb County Building Department, Development Department, and Fire Marshal, and incorporate all review comments on the plans prior to submitting Detailed Design plans to Owner. (Development review is very specific and extensive and can take six weeks or more.)
6. Periodic field visitations shall be made during construction by all of the consultants retained for this Project to observe the implementation of their specific discipline and the Design/Builder shall require each consultant to generate a written report of each visit. The Design/Builder shall provide the Owner with copies of such written reports as promptly as possible and in any event not later than 5 days after each such visit.
7. Final inspections and punch lists shall be made by each of the consulting engineers, as well as the Design/Builder. The Design/Builder shall provide the Owner with copies of the punch lists and any other written reports from these visits as promptly as possible and in any event not later than 3 days after each such visit.
8. The maximum drawing sheet size shall be 30” X 42”.
9. The Design/Builder shall include up to two storm water detention ponds as part of the basic design package, if appropriate.
10. The Design/Builder’s plans and services shall be all-inclusive in complying with the requirements of the State Department of Education, the ordinances and codes of the DeKalb County Government and any other applicable laws, including without limitation the requirement of weekly erosion control inspections and reports and the preparation of plans and notices required for the State Department of Natural Resources Storm Water Discharge Permits.
11. The Design/Builder shall provide an Asbestos Statement of Declaration per the Exhibit “M-1” included with this Exhibit “M,” or in such other form as may be required by the Owner or the Georgia Department of Education.

EXHIBIT "M-1"

**ASBESTOS EXCLUSION CERTIFICATION FORM
(NEW CONSTRUCTION & ADDITIONS ONLY)**

In compliance with AHERA Part 763 "Asbestos", Subpart E "Asbestos Containing Materials in Schools", Section 763.99 "Exclusions" paragraph (a)(7), I _____
(Architect)

of record for _____,
(Project Name) (Substantial Completion Date)

located in _____,
(School System Name) (State Project Number)

certify that to the best of my knowledge no Asbestos Containing Building Material (ACBM) was specified as a building material in any construction document, nor was any ACBM building material installed on this project.

(Architectural Firm)

(Signature of Architect)

(Date)

(Georgia Architectural License Number)

(Seal and Signature)

Appendix G2

**STANDARD FORM OF CONTRACT
FOR FIXED PRICE
DESIGN AND CONSTRUCTION SERVICES
BETWEEN
THE DEKALB COUNTY BOARD OF EDUCATION
AND
THE DESIGN/BUILDER
(STATE CAPITAL OUTLAY PROJECTS)**

Design/Builder: _____

Project Name: McLendon Elementary School

Address: 3169 Hollywood Drive
Decatur, GA. 30033

Cost Code: TBD

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STANDARD FORM OF CONTRACT FOR FIXED PRICE DESIGN AND CONSTRUCTION SERVICES

This STANDARD FORM OF CONTRACT FOR FIXED PRICE DESIGN AND CONSTRUCTION SERVICES BETWEEN THE DEKALB COUNTY BOARD OF EDUCATION AND THE DESIGN/BUILDER (the "Agreement") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and _____ (the "Design/Builder"). This Agreement is executed under seal and shall be effective on the date executed by the last party to execute it.

This Agreement is for the design and construction of a project identified as:

_____ (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Design/Builder agree as follows:

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

(A) The Contract: The Contract between Design/Builder and Owner, of which this Agreement is a part, consists of the Contract Documents. The Contract shall be effective on the date this Agreement is effective.

(B) The Contract Documents: The Contract Documents consist of this Agreement, all exhibits hereto, Division 1-General Requirements, the Owner's Criteria, any addenda issued by the Owner prior to execution of this Agreement, all Design Documents prepared by or on behalf of Design/Builder and approved by Owner in accordance with this Agreement, Change Orders and Field Orders issued hereafter, any other written amendments executed by Owner and Design/Builder, as well as the following (if any):

all of which are hereby incorporated herein by reference and made a part hereof. The Design/Builder shall create and provide to Owner a list of Design Documents approved by Owner in accordance with this Agreement (the "Design Document List"). The Design/Builder shall include in the Design Document List only those Design Documents that have been approved by Owner in accordance with this Agreement. The Design/Builder shall provide the Design Document List to Owner as and when Design Documents are approved by Owner in accordance with this Agreement, and Design/Builder shall update the Design Document List and provide such updates to Owner as and when Owner approves additional Design Documents, if any, from time to time.

(C) Enumerated Documents Form Entire Contract: Documents not specifically enumerated in Paragraph 1(B) of this Agreement including, without limitation, shop drawings, coordination drawings and submittals of other design documents which are not on the Design Document List, are not Contract Documents.

(D) Complete Agreement: The Contract, together with Design/Builder's and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between Owner and Design/Builder with reference to the Project. The Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties with respect hereto.

(E) Contract Interpreted As A Whole: The Contract is intended to be an integral whole and shall be interpreted as internally consistent. Design Services or Work required by any page, part, or portion of the Contract shall be required.

(F) Provision Of All Things Required: Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by Design/Builder for the Contract Price.

(G) Privity Only With Design/Builder: Nothing contained in the Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between Owner and any person except Design/Builder.

(H) Agreed Interpretation Of Contract Terms: When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. Headings are used herein solely for convenience.

(I) Term "Include" Intended To Be Encompassing: "Include," "includes," or "including," as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation".

(J) Use Of Singular And Plural: Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

(K) Definition Of Material Breaches Not Exhaustive: The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

(L) Order of Precedence: In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents which make up this Contract, interpretation will be based on the following priority, from the highest to the lowest:

- (1) With those of later date having precedence over those of earlier date, Change Orders, (if any), that are signed by both parties to this Agreement and any other written amendments, (if any), that are signed by both parties to this Agreement;
- (2) Addenda, (if any), with those of later date having precedence over those of earlier date;
- (3) This Agreement;
- (4) Supplemental or Special Conditions (if any);
- (5) Specifications;
- (6) Plans, with the following priority:

- (a) As between figures given on plans and scaled measurements, the figures shall govern;
- (b) As between large scale plans and small scale plans, the large scale plans shall govern;
- (7) Owner's Criteria; and
- (8) Design/Builder's Proposal dated _____ (if any).

(M) Conflict in Quality or Standards. Notwithstanding anything in Paragraph 1(L) above to the contrary, if the Contract Documents contain differing provisions on the same subject matter, the provisions that establish the higher quality manner or method of performing the Work or use more stringent standards will prevail. Additional details in a lower priority of Contract Documents shall be given effect except to the extent they irreconcilably conflict with requirements, provisions and practices contained in the higher priority Contract Document. If the Contract Documents contain differing provisions on the same subject matter that cannot be reconciled by applying the foregoing rules, then the provisions (whether setting forth performance or prescriptive requirements) contained in the document of higher order of precedence shall prevail over the provisions (whether setting forth performance or prescriptive requirements) contained in the document of lower order or precedence.

(N) Conflicts with Respect to Owner's Criteria and/or Design/Builder's Proposal: If the Owner's Criteria (as defined in Paragraph 5(B) hereof) set forth, or if Design/Builder's proposal includes, requirements, statements, offers, terms, concepts or designs that can be reasonably interpreted as requirements (in the case of Owner's Criteria) or offers (in the case of Design/Builder's Proposal) to provide higher quality items than otherwise required by the other Contract Documents or to perform services or meet standards in addition to or better than those otherwise required, or otherwise contains terms or designs which are more advantageous to Owner than the requirements of the other Contract Documents, as reasonably determined by Owner, then Design/Builder's obligations hereunder shall include compliance with all such requirements, statements, offers, terms, concepts and designs; provided, however, that should Design/Builder specifically identify and bring to Owner's attention in writing such conflict and specifically reference this Paragraph 1(N) of this Agreement, then Owner may, after reference thereto, select such lesser standards or requirements.

(O) Owner Includes Owner's Representative: Except for the Owner's right to issue Change Orders and except for the Owner's right to execute other written amendments and except for the Owner's obligation to make payments as set forth herein, the term "Owner" as used in the Contract with regard to any matters of administration of the Contract shall be deemed to be inclusive of the term "Owner's Representative."

ARTICLE 2

DESIGN/BUILDER'S REPRESENTATIONS

(A) Specific Representations: In order to induce Owner to execute this Agreement and recognizing that Owner is relying thereon, Design/Builder, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Agreement or the Contract, or implied by operation of law, makes the following express representations to Owner:

- (1) Design/Builder is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain, licensed to practice architecture and engineering and general contracting, if required by law, by all public entities, and any other governmental authorities, having jurisdiction over Design/Builder or the Project;
- (2) Design/Builder has and will maintain all necessary licenses, permits or other authorizations necessary to act as Design/Builder for the Project until Design/Builder's duties hereunder have been fully satisfied;

(3) Design/Builder has and will maintain the expertise, experience, and knowledge as well as the necessary plant, personnel and financial capability to perform the Design Services and the Work in accordance with the terms of the Contract;

(4) Prior to the execution of this Agreement, Design/Builder has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and Design/Builder has observed and determined the conditions under which the Work will be performed, and Design/Builder accepts the conditions of the Work site and has taken those conditions into account in entering into the Contract;

(5) The Design/Builder will prepare all documents and things required by the Contract including, but not limited to, all contract plans and specifications, in such manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable laws, codes and regulations.

(6) Design/Builder assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors, engineers, subconsultants or others employed or retained by Design/Builder in connection with the Project.

ARTICLE 3

DESIGN SERVICES

(A) Generally: Design/Builder shall perform all Design Services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives stated in the Owner's Criteria and the Contract, including all Design Services necessary for the Project to be permitted, properly constructed by Design/Builder and used, operated and maintained by Owner in accordance with all applicable guidelines, requirements and standards. "Design Services" means any and all architectural, engineering and design services required to be performed by Design/Builder pursuant to the Contract and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services. The Design Services shall be performed within the time provided by the Design Schedule for the performance of Design/Builder's Design Services as provided in Paragraph 3(H) of this Agreement.

(1) The Design Services required of Design/Builder under this Contract do not include, unless otherwise amended to the contrary:

- (a) Flood Plain Study and Delineation;
- (b) Wetlands Study and Delineation;
- (c) Offsite Utility System Design;
- (d) Domestic and Fire Water Wells, Towers or Pressure Booster Systems Design;
- (e) Civil Engineering Services, Studies, Drawings/Specifications required for off-site Road Developments/Improvements required for DeKalb County Public Works or Georgia Department of Transportation;
- (f) Interior Design Services other than color selections.

(2) The Design Services required of Design/Builder under this Contract do include, without limitation, building evacuation plans, site evacuation plans, demolition plans (if demolition is applicable), and any and all other services necessary to provide permissible drawings and specifications.

(B) Owner's Review Of Design Services: Subject to Paragraph 13(G) of this Agreement, Design/Builder shall submit all documents produced as part of the Design Services to Owner's Representative for review and approval in accordance with the terms of the Contract. However, any such review or approval by Owner or Owner's Representative shall not relieve Design/Builder of or otherwise diminish its obligations under the Contract. Owner may direct Design/Builder to make changes to any such documents in order to conform such documents to Owner's objectives. Any such changes by Design/Builder ordered by Owner shall not relieve Design/Builder of its obligations hereunder unless, and only to the extent that, Design/Builder notifies Owner in writing within seven (7) days of receipt

of Owner's directive to make such changes of any adverse impact on schedules, budgets, operational costs, operational performance, satisfaction of regulatory requirements, or other adverse impact that may result from such changes. Failure of Design/Builder to submit its notice within said seven (7) day period shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, the Contract Time, or any combination thereof.

(C) Preparation Of Site Information: Design/Builder shall prepare, as necessary, surveys and topographic information including aerial photographs needed to establish line and grade of sewers, location of property lines and easements. Sewer easements, both construction and permanent, shall be referenced to property lines by field surveys, and plans shall include the location of any improvement as it relates to property lines.

(D) Testing Consultant: The Owner, at its cost, shall retain one or more testing consultants (the "Testing Consultant") to provide, subject to the Owner's Representative's approval of the scope of services to be provided, design phase subsurface investigations, construction phase materials testing, and any special inspections required of Owner by Section 1704 Special Inspections of the Georgia State Minimum Standard Building Code (International Building Code 2000, as amended in Georgia). The services referred to in the immediately preceding sentence may be referred to herein as the "Testing Services." The Testing Consultant shall be chosen by the Owner in its sole and absolute discretion, subject only to applicable law. The Design/Builder hereby agrees with Owner that Design/Builder shall be and is responsible for, not later than the time set forth in the immediately succeeding sentence, submitting to the Owner's Representative specifications for the recommended scope of the Testing Services to be provided by the Testing Consultant. The Design/Builder shall submit to the Owner's Representative such proposed specifications for the recommended scope of Testing Services to be provided by the Testing Consultant sufficiently in advance of the Design/Builder's first need for any Testing Services, allowing ample time for the Owner's Representative to review and for revision if required by the Owner's Representative, and in any event, not later than the earlier to occur of: (i) three weeks after the effective date of this Agreement, or (ii) not less than six (6) weeks in advance of the Design/Builder's first need for any Testing Services. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner's Representative shall review and approve, where appropriate, such recommended scope of Testing Services, or any portion thereof. The Design/Builder hereby agrees to coordinate and cooperate with the Testing Consultant in its providing of such Testing Services as may be approved by the Owner's Representative. Without limiting the generality of the foregoing, the Design/Builder specifically agrees to coordinate with the Testing Consultant so as not to delay performance of the Design Services or the Work. Design/Builder's specifications for such Testing Services shall include, without limitation, all design phase subsurface investigations (sometimes commonly referred to as geotechnical services) and all construction phase materials testing required by any applicable law, rule, regulation, code, ordinance, standards, the Owner's contract with the Testing Consultant, this Contract, or otherwise required by prudent design or construction practice in order to evaluate all pertinent subsurface, or geotechnical, considerations and all pertinent construction materials considerations relating to the design and construction of the Project, and shall include a separate statement of any special inspections required of Owner by Section 1704 Special Inspections of the Georgia State Minimum Standard Building Code (International Building Code 2000, as amended in Georgia). Such services may include, without limitation, subsurface investigations, soil and rock boring and other exploration procedures, sampling, destructive testing, field and laboratory testing or other inspection and testing services, and preparing and submitting boring logs and reports or other logs and reports, during pre-construction and construction. The Design/Builder shall carefully review the Owner's contract with the Testing Consultant. Notwithstanding any approval by the Owner's Representative of the Design/Builder's recommended scope of Testing Services, or any part thereof, in the event that any required Testing Services are beyond the scope of the Owner's contract with the Testing Consultant, or would entail additional cost thereunder, Design/Builder shall consult with Owner's Representative and obtain written direction before the Testing Consultant proceeds to provide such Testing Services. In the event that Design/Builder learns of any errors, omissions, inconsistencies, or other defects in the Testing Services provided by the Testing Consultant, the Design/Builder shall notify the Testing Consultant and the Owner immediately upon learning of same. Design/Builder shall be responsible for designing and constructing the Project in accordance with the analyses and recommendations of the Testing Consultant. The cost of permits and other authorizations, if any, required to perform the Testing Services hereunder shall be paid for by the Design/Builder. For the avoidance of doubt, nothing herein shall be deemed or construed to: (i) require the Owner to pay for any testing services other than Testing Services approved in advance in writing by the Owner's Representative; or (ii) relieve the Design/Builder of any obligation to provide and pay for any required testing services in addition to the Testing Services so approved by Owner's Representative.

(E) Quality Of Design Services: Design/Builder shall be responsible for the professional quality, completeness, accuracy, and coordination of Design Documents. Design/Builder shall provide Design Services that will result in an operationally cost-efficient and economical facility that meets all environmental and regulatory requirements as of the date hereof, and uses the most appropriate available technology. Design/Builder shall provide for all testing and inspections required by sound professional architectural and engineering practices and by governmental authorities having jurisdiction over the Project; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement.

(F) Compliance With Laws And Regulatory Requirements: In providing Design Services and Work, Design/Builder shall comply with the lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. Design/Builder shall design the Project to meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes. Without limiting the generality of the foregoing, the Design/Builder shall comply with all applicable policies, guidelines, standards, rules, regulations, criteria and other lawful requirements of the Georgia Department of Education.

(G) Duty To Correct Errors: Design/Builder shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design Services, Design Documents, and Work.

(H) Schedule Of Design Services: Within seven (7) days of the effective date of this Agreement, Design/Builder shall submit for Owner's Representative's approval the Design Schedule for the performance of Design/Builder's Design Services which shall include allowance for reasonable time required for Owner's Representative's review of submissions and for approvals of authorities having jurisdiction over the Project. The Design Schedule shall be presented in whatever format, with such detail, and backed up with whatever supporting information the Owner requests. At a minimum, the Design Schedule shall include the design milestones set forth in this Agreement and shall include itemized tasks, separated by project phase if applicable, substantially as set forth in Exhibit "E" attached hereto and incorporated herein by reference, and shall include for each task: duration, start date, finish date, percentage completion, and a bar chart calendar. Critical tasks and interrelation of tasks shall be shown. The Design Schedule, when approved by Owner's Representative, shall not, except for good cause, be exceeded by Design/Builder. Not less frequently than monthly (unless the parties otherwise agree in writing) Design/Builder shall update the Design Schedule to show actual progress and provide a copy to the Owner. Should Design/Builder at any time during the course of performing the Contract, have any reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify Owner's Representative in writing. In such notice, Design/Builder shall state the reason for the delay including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. Failure of Design/Builder to submit such notice shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, the Contract Time, or any combination thereof. All extensions of time shall be governed by Articles 16 and 17 of this Agreement. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner's Representative shall review and approve, where appropriate, the Design Schedule, or any portion thereof. Strict compliance with the requirements of this Paragraph 3 (H) shall be a condition precedent to payment to the Design/Builder, and failure by the Design/Builder to strictly comply with said requirements shall constitute a material breach of this Agreement.

ARTICLE 4

PRELIMINARY CONSULTATION AND PROJECT ANALYSIS

(A) Determining The Project Objectives: Prior to the preparation of the Preliminary Design as required by Article 5 below, Design/Builder shall first consult in detail with Owner, and shall carefully analyze any information furnished by Owner concerning requirements of the Project, which may include, but is not limited to, the Owner's policies, purposes, concepts, objectives, desires, and any design, construction, scheduling, budgetary or operational Project needs, restrictions, requirements, limitations, and objectives, as well as the Owner's Criteria. As used in this Agreement, the term "Owner's Criteria," means the following documents and things provided by the Owner:

- (1) DCSD Design Guidelines for Construction issued April 4, 2018 (51 pages).;
- (2) Owner's Preliminary Program Narrative;
- (3) Site Layout;
- (4) Division 1 – General Requirements;
- (5) the following additional documents and things (if any):

- (6) specifically including, without limitation, any requirements contained in or reasonably inferable from any one or more of the foregoing documents and things.

In addition to, and not in limitation of, any other requirements of the Contract, the Design/Builder specifically acknowledges and agrees that the quality of the Project, the Design Services and the Work, in all respects including without limitation finishes, shall be not less than that of _____ located at _____.

(B) Report On Project Requirements And Objectives: Based on its study and analysis, and no later than ____ (__) days after the effective date of this Agreement, Design/Builder shall prepare and submit to Owner a written report detailing Design/Builder's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems or recommendations which may result from said requirements. The written report of Design/Builder shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. Design/Builder shall review such report with Owner and shall implement such changes as Owner may require as provided in Paragraph 3(B) of this Agreement.

ARTICLE 5

PRELIMINARY DESIGN

(A) Time For Preliminary Design: After reviewing with Owner the written report required by Paragraph 4(B) above, agreeing upon any proposed solutions to identified problems resulting from the requirements of the Project, and in any event not later than _____ (__) days after the effective date of this Agreement, the Design/Builder shall prepare and submit to Owner's Representative a Preliminary Design for the Project.

(B) Contents Of Preliminary Design: The Preliminary Design shall address all requirements of the Project and shall include, without limitation, the following:

- (1) Preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character of each building structure;
- (2) Preliminary drawings which illustrate each exterior view of the Project;
- (3) Preliminary drawings which illustrate a floor plan for each room, office, and functional area of the Project and the dimensions thereof;
- (4) Written preliminary specifications, together with preliminary drawings, if and as necessary or useful to the Owner, of the architectural, electrical, mechanical, structural and, if relevant, other systems to be incorporated into the Project;

(5) A written description of the materials and equipment to be incorporated into the Project and the location of same;

(6) Any other documents or things required or appropriate to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Owner's Criteria and the Contract.

(C) To Be Reviewed With Owner: Design/Builder shall review with Owner the Preliminary Design and shall incorporate any changes ordered by Owner with respect to said Preliminary Design or with respect to the requirements of the Project.

(D) Authorization To Proceed With Detailed Design: After satisfactory review, subject to the provisions of Paragraph 13(G) of this Agreement, of the Preliminary Design and incorporation of any changes or alterations authorized or directed by the Owner with respect to the Preliminary Design or with respect to Owner's Criteria, as and if modified, Owner's Representative shall authorize Design/Builder in writing to commence preparing the Detailed Design, or such part thereof as directed by Owner.

ARTICLE 6

DETAILED DESIGN

(A) Time For Preparation: Not later than _____ (___) days after Owner's Representative has authorized Design/Builder to commence with the Detailed Design as provided in Paragraph 5(D) above, Design/Builder shall prepare and submit to Owner's Representative the complete Detailed Design. Where appropriate, stages of design may be approached in phases, subject to approval of the Owner.

(B) The Detailed Design: The Detailed Design shall include all Design Documents which shall describe with specificity all systems, elements, details, components, materials, equipment, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally and legally usable for their intended purpose. The Detailed Design shall be accurate, coordinated and in all respects adequate for construction and shall be in strict conformity, and strictly comply, with all applicable law, codes and regulations, and with all standards, criteria (including the Owner's requirements for the Project), and memoranda of policy furnished by the Owner. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the Owner. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner's Representative shall review and approve, where appropriate, the Design Documents, or any portion thereof.

(C) Design Documents: "Design Documents" means all the design documents provided by or on behalf of Design/Builder and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design/Builder. The specifications shall include, without limitation, the Division 1-General Requirements provided by the Owner, and the specifications shall be in such word processing format as required by the Owner.

(D) Signature and Seal: All plans and specifications shall bear the signature and seal of an architect, duly licensed and registered in the State of Georgia. Such architect must: (i) be a Qualifying Officer of the Design/Builder, or (ii) be one of the joint venture partners forming the Design/Builder if the Design/Builder is a joint venture, or (iii) be a Qualifying Officer of one of the joint venture partners forming the Design/Builder if the Design/Builder is a joint venture, or (iv) be a Subcontractor or a Qualifying Officer of a Subcontractor. As used in the immediately preceding sentence, the term "Qualifying Officer" means a director, in the case of a corporation, or a partner in the case of a partnership, or a member, in the case of a limited liability company, or an employee with an ownership interest who has been designated in writing as holding a position of authority within the entity which authorizes him or her to direct

the architectural services offered by that entity. Civil, survey, structural, electrical, and mechanical plans and specifications shall bear the signature and seal of the respective engineer, duly licensed and registered in the State of Georgia. Two complete sets of all plans and specifications, properly signed and sealed, shall be furnished to the Owner.

(E) Calculation and Verification: The Design/Builder is responsible for the calculating in detail of all structural, mechanical and electrical work including, but not limited to, the furnishing to the Owner of life-cycle-costing and energy consumption analyses for the purpose of ascertaining and verifying (i) adequacy and correctness of equipment specified or shown on the plans and (ii) that the plans and specifications do not violate sound and accepted engineering principles; and

(1) to confirm that there has been ample provision in the entire structural system for expansion and contraction, including but not limited to, building frames, the roof system, gravel stops, gutters, roof expansion joints, metal flashing and metal counterflashing, roof decks, and masonry walls; and

(2) to confirm that there has been ample provision in the mechanical work for expansion and contraction.

(F) Free From Leaks: The Design/Builder shall design all buildings in such manner that, if such buildings are constructed in accordance with the Contract, such buildings will be free from leaks.

(G) No Calculated Risks: The Design/Builder agrees that budgetary limitations are not a justification for breach of sound principles of architectural and engineering design. The Design/Builder shall take no calculated risks in the design of the Work. The Design/Builder agrees to design and construct the Project for the Contract Price without disregarding sound principles of design.

(H) Compliance with Laws; Approvals. The Design/Builder agrees to comply with all applicable federal, state and local laws, codes and ordinances in the design of the Project specifically including, but not limited to, all applicable Georgia Department of Education rules and guidelines. The Design/Builder shall make required submittals in a timely manner to GaDOE's Facility Services Unit, and shall respond to GaDOE's Facility Services Unit review report comments in a timely fashion so as to ensure that the review process may proceed orderly, efficiently and does not impede the Project or the Work.

ARTICLE 7

CONSTRUCTION SERVICES

(A) General Intent: Design/Builder shall perform all Work necessary to construct the Project in accordance with the Contract and to render the Project and all its components operational and functionally and legally usable for their intended purpose.

(B) Work Defined: The term "Work" shall mean whatever is done by or required of Design/Builder to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following:

(1) Construction of the whole and all parts of the Project in full and strict conformity with the Contract;

(2) The provision and furnishing, and prompt payment therefor, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;

(3) The procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;

- (4) The creation, and submission to Owner upon Final Completion, of detailed and comprehensive as-built drawings in such format as Owner may require depicting all as-built construction;
- (5) The furnishing of any required surety bonds and insurance as required by the Contract or by law;
- (6) The furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design/Builder; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement;
- (7) The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 9 below.

ARTICLE 8

TIME FOR CONSTRUCTION: THE CONTRACT TIME

(A) Notice Of Commencement: After Owner has approved the Design Documents, or any phase thereof pursuant to Paragraph 6(A) of this Agreement, for the Detailed Design, Owner's Representative shall issue a notice to commence the Work directing Design/Builder to proceed with the Work, or any phase thereof pursuant to Paragraph 6(A) of this Agreement, on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least ten (10) days prior to the respective Commencement Date.

(B) Time For Completion: Design/Builder shall commence the Work, or any phase thereof pursuant to Paragraph 6(A) of this Agreement, on the respective Commencement Date, and the Work shall be carried out regularly and without interruption, and shall vigorously prosecuted to completion. Design/Builder shall substantially complete all of the Work (the "Scheduled Completion Date") not later than _____ (_____) calendar days from the effective date of this Agreement. The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". Design/Builder shall achieve Final Completion of the Work no later than thirty (30) calendar days after achieving Substantial Completion.

(C) Liquidated Damages For Delay In Substantial Completion: Design/Builder shall pay Owner for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the Scheduled Completion Date the sum indicated in Exhibit "B" attached hereto and by reference made a part hereof. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Substantial Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Substantial Completion. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

(D) Liquidated Damages For Delay In Final Completion: If Design/Builder fails to achieve Final Completion within thirty (30) days of the date of Substantial Completion, Design/Builder shall pay Owner one-tenth (1/10) of the sum indicated in Exhibit "B" per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Final Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance

hereunder for matters other than delays in Final Completion. When Owner reasonably believes that Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Final Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

(E) Time Is Of The Essence: All limitations of time set forth herein are material and time is of the essence of the Contract.

ARTICLE 9

ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN/BUILDER

(A) Design/Builder To Perform All Work Required By The Contract: The intent of the Contract is to require complete, correct and timely execution of the Design Services and the Work. Any and all Design Services and Work that may be required, reasonably implied or reasonably inferred by the Contract, or any part of it, as necessary to produce the intended result shall be provided by Design/Builder in accordance with Article 10 of this Agreement and without increase to the Contract Price.

(B) Strict Compliance With The Contract Documents: All Work performed by Design/Builder shall be in strict compliance with the Contract. "Substantial compliance" is not strict compliance. Any Work not in strict compliance with the Contract is defective.

(C) Supervision Of The Work: The Work shall be strictly supervised and directed using Design/Builder's best and highest skill and effort, Design/Builder bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of Design/Builder.

(D) Warranty Of Workmanship And Materials: Design/Builder warrants and guarantees to Owner that all labor furnished under the Contract will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only first-class results in strict compliance with the Contract, that materials and equipment furnished will be of high quality and new, and that the completed Work will be complete, of high quality, free from faults and defects and in strict conformance with the Contract. Any and all Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Design/Builder's warranty.

(E) Special Guarantees and Warranties and Commencement Of Guarantee And Warranty Periods: The Design/Builder shall provide any and all specific or special warranties or guarantees of materials, equipment, items, systems and other things as required elsewhere in this Contract. Special or specific guarantees and warranties which are required by the Contract to run for a fixed period of time shall commence running on the date of Substantial Completion of all the Work.

(F) Design/Builder's Schedule Of Construction: Design/Builder, within fifteen (15) days after the Commencement Date, (for the avoidance of doubt, if the Detailed Design is approved in phases pursuant to Paragraph 6(A) of this Agreement, then "Commencement Date" as used in this sentence shall mean the one earliest date that is a Commencement Date for any such phase of Work) shall submit to Owner's Representative, for its information, and comply with, Design/Builder's Schedule of Construction for completing the Work by the Scheduled Completion Date. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to Owner. The Schedule of Construction shall be revised at least monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to Owner's Representative. In addition to, and not in limitation of, any other requirements of the Contract, the Design/Builder shall comply with the requirements of Exhibit "F," Minimum Requirements for Design/Builder's Schedule of Construction, attached hereto and incorporated herein by reference. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Design/Builder, and failure to strictly comply with said requirements shall constitute a material breach of the Contract.

(G) Record Copy Of Contract Documents: Design/Builder shall continuously maintain at the site, for the benefit of Owner, an updated copy of the Contract Documents, including one record copy of the Plans and Specifications marked to record on a current basis changes, selections and modifications made during construction. Additionally, Design/Builder shall maintain at the site, for the benefit of Owner, a copy of all shop drawings, product data, samples, and other submittals. All of these items shall be available to the Owner at all regular business hours and shall be the property of Owner.

(H) Review And Approval Of Submittals: Design/Builder shall review, study, and approve, or take other necessary action upon all shop drawings, product data, samples, and other submittals to ensure that the Project will be constructed in a timely fashion in strict compliance with the Contract.

(I) Owner's Option To Review Submittals: Owner shall, in its discretion, have the right to review and approve submittals by the Owner's Representative, and if Owner so elects, Design/Builder shall not perform any portion of the Work as to which Owner has required submittal and review until such submittal has been approved by Owner's Representative. All Work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. Approval of submittals by Owner or Owner's Representative, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract nor shall such approvals relieve Design/Builder of any of its responsibilities or warranties under the Contract. If Owner elects to review submittals, Owner shall have no duty to review partial or incomplete submittals and Design/Builder shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Design/Builder shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to Owner's Representative. Shop drawings and other submittals from Design/Builder are not Contract Documents and do not constitute a part of the Contract. Their purpose is to demonstrate the way by which Design/Builder 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.

(J) Procurement And Review Of Warranties: Design/Builder shall procure from all Subcontractors and Suppliers and shall transmit to Owner, all warranties required by the Contract. Design/Builder shall review all such warranties and shall certify to Owner that the warranties are in strict compliance with the requirements of the Contract.

(K) Procurement Of Operations And Maintenance Documentation: Design/Builder shall prepare or procure and shall transmit to Owner all documentation required by the Contract regarding the operation and recommended maintenance programs relating to the various elements of the Work.

(L) As-Built Drawings: Upon Final Completion of the Work, or upon Owner's request, all of the documents described in Paragraph 9(G) shall be finally updated and delivered to the Owner and shall be the property of the Owner. Such as-built drawings shall be complete and, except as specifically noted, shall reflect performance of the Work in strict compliance with the requirements of the Contract.

(M) Compliance With Labor Laws: Design/Builder shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

(N) Testing, Inspections, And Approvals: Design/Builder shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project, and shall assume the cost of such tests and testing; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement. Design/Builder shall submit certified results of such tests to Owner's Representative. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be specifically inspected, tested, or approved, Design/Builder shall assume full responsibility therefor, pay all costs in connection therewith and furnish to Owner's Representative the required certificates of inspection, testing or approval; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement.

(O) Owner's Regulations And Applicable Laws: Design/Builder shall, during the course of the Design Services and Work, comply with any regulations or guidelines prescribed by Owner. Design/Builder warrants that it will

comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Design/Builder in connection with the Work to be performed under the Contract.

(P) Compliance With Construction Regulations: Design/Builder shall perform the Design Services and Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Design/Builder, and Design/Builder shall indemnify and hold Owner harmless from all loss, damages, and expense, including attorney's fees, resulting from any such violation or alleged violation.

(Q) Permits, Licenses And Notices: All construction and building permits, licenses, fees and authorizations necessary for the design or construction of the Project shall be secured and paid for by Design/Builder. Design/Builder shall notify Owner's Representative when it has received said permits, licenses and authorizations and upon receipt shall supply Owner with copies of same. The originals of said permits, licenses and authorizations shall be delivered to Owner upon completion of the Work, and receipt of such documents by Owner shall be a condition precedent to final payment. Design/Builder shall also give and maintain any and all notices required by applicable laws pertaining to the design or construction of the Work.

(R) Conditions To Site Access: While on Owner's property, all Design/Builder's employees and Subcontractors shall confine themselves to areas designated by Owner's Representative and will be subject to Owner's badge and pass requirements, if any, in effect at the site of the Work.

(S) Site Safety And Security: Design/Builder shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Design/Builder shall at all times safeguard Owner's property and employees from injury or loss in connection with the performance of the Contract. Design/Builder shall at all times safeguard and protect its own partially or completely finished Work and that of the adjacent property and all adjacent work from damage. Design/Builder shall protect Owner's equipment, apparatus, machinery, and other property and all adjacent work with boarding and other safeguards so as to keep the premises free from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Work.

(T) Repair Of Collateral Damages: Unless otherwise instructed by Owner, Design/Builder shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Design/Builder's performance of the Work, all without additional cost to Owner.

(U) Cleaning The Site: Design/Builder shall keep the site reasonably clean during performance of the Work. Upon Final Completion of the Work, Design/Builder shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Design/Builder's property therefrom.

(V) Owner's Access To Work: At all times relevant to the Contract, Design/Builder shall provide access to the Work to Owner and its designees without formality or other procedure.

(W) Decisions Regarding Aesthetic Effect: Owner's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Contract.

(X) Design/Builder To Remain An Independent Contractor: In the performance of the Contract, Design/Builder's status as an independent contractor shall not be modified or diminished by reason of any instructions issued by Owner or Owner's Representative to Design/Builder or any of Design/Builder's employees, Subcontractors, or representatives.

(Y) Design/Builder Representations and Warranties: Design/Builder hereby represents and warrants to Owner, as follows:

- (1) During all periods necessary for the performance of the Work, Design/Builder and its Subcontractors and consultants shall maintain all required authority, license status, professional ability, skills and capacity to perform the Work.
- (2) Prior to the execution hereof, Design/Builder has evaluated the constraints affecting design and construction of the Project and has reasonable grounds for believing and does believe that the Project can be designed and built within such constraints.
- (3) All Work furnished by Design/Builder will be performed by or under the supervision of persons who hold all necessary, valid licenses to practice in the State of Georgia, by personnel who are skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the Contract Documents and who shall assume professional responsibility for the accuracy and completeness of the Design Documents.
- (4) As of the date hereof, Design/Builder has disclosed to Owner in writing all organizational conflicts of interest of Design/Builder and/or its proposed Subcontractors or consultants.
- (5) As of the date hereof, neither Design/Builder nor any of its principal executive officers are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by and federal agency or by any department, agency or political subdivision of the State of Georgia.

ARTICLE 10

CONTRACT PRICE

(A) Contract Price: Owner shall pay, and Design/Builder shall accept, as full and complete payment for the Design Services, the performance of all the Work required by the Contract, and the performance of all requirements of this Agreement, the fixed price of _____ Dollars (\$_____). The price set forth in the preceding sentence is referred to herein as the "Contract Price". The Contract Price shall not be modified unless all conditions precedent to a change in the Contract Price have been satisfied, including the execution of a Change Order in accordance with the requirements of this Agreement.

ARTICLE 11

PAYMENT OF THE CONTRACT PRICE

(A) Payment Procedure: Owner shall pay the Contract Price to Design/Builder in accordance with the procedures set forth in this Article 11.

(B) Allocation Of Contract Price: The Contract Price shall be allocated between the Design Services and the Work as follows: _____ percent (____%) of the Contract Price shall be allocated to the Design Services, and _____ percent (____%) of the Contract Price shall be allocated to the Work. That portion of the Contract Price allocated to the Design Services may be referred to herein below as the "Design Services Allocation."

(C) Payment For Design Services: The amount of the Contract Price allocated to the Design Services shall be paid based upon Design/Builder's achievement of each of the design milestones described below. Upon achievement of each of the design milestones described below, Design/Builder shall submit a Pay Request. Design pay requests shall be in such form and manner, and with such supporting data and content as Owner may require. In its Pay Request for Design Services, Design/Builder may request payment for _____ percent (____%) of the value allocated for such Design Services as provided in the following table:

<u>Design Milestone</u>	<u>Value Allocated, Expressed As A Percentage of the Design Services Allocation</u>
Preliminary Consultation, Project Analysis, and Report	_____ %
Preliminary Submittal to Department of Education	_____ %
Preliminary Design Submittal to Department of Education	_____ %
Department of Education Check Set	_____ %
Detailed Design	_____ %
Permit issuance	_____ %
Duties, Obligations and Responsibilities during Construction	_____ %
Total	100% of Design Services Allocation

Owner shall pay such pay request as provided in this Article 11.

(D) Payment For Construction Services - Schedule Of Values: Within ten (10) calendar days after the first commencement of construction, Design/Builder shall prepare and present to Owner's Representative a Schedule of Values allocating among the different elements of the Work that portion of the Contract Price assigned to the Work for purposes of periodic and final payment. Design/Builder's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as Owner may, at its option, require. Design/Builder shall not front-end load its Schedule of Values, shall not imbalance its Schedule of Values nor assign a value to any element which exceeds its true value. The allocated value of each item in the Schedule of Values shall only include its total cost and proportionate share of any general overhead and profit. Any violation by Design/Builder of the requirements of this Paragraph shall constitute a material breach of the Contract. The Schedule of Values shall be used only as a basis for Design/Builder's pay requests and shall only be so used after it has been acknowledged in writing by Owner's Representative.

(E) Time For Construction Pay Requests: On or before the 5th day of each month after commencement of the Work, but no more frequently than monthly, Design/Builder shall submit a pay request for the Work performed through the last day of the previous month.

(F) Progress Payments For Construction Services: Based upon Design/Builder's pay requests submitted to Owner's Representative, Owner shall make progress payments to Design/Builder on account of the Contract Price less such amounts, if any, owing by Design/Builder to Owner or which Owner shall have the right to withhold as authorized by this Agreement.

(G) Contents And Amounts Of Pay Requests; Retainage: Construction pay requests shall be in such form and manner, and with such supporting data and content as Owner may require. In its construction pay request, Design/Builder may request payment for (1) ninety percent (90%) of that portion of the Contract Price properly allocated to that portion of the Work properly performed through the applicable date in the pay request; plus (2) ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment necessary for the

Work and properly stored at the Project site (or elsewhere if approved in advance in writing by Owner); less (3) the total amount of previous payments received from Owner for the Work. Payment on account of stored materials or equipment shall be conditioned upon Design/Builder's proof, satisfactory to Owner, that Owner has title to such materials or equipment and that they are fully insured against loss or damage and that all required insurance regarding such materials or equipment is in full force and effect. Moreover, any sums requested for stored materials or equipment shall be at actual cost and shall not include markup by Subcontractor or Design/Builder. As used in the preceding sentence, actual cost means costs charged by the manufacturer or the distributor for the manufacturer. Pay requests for stored materials or equipment shall include copies of invoices from the manufacturer or the distributor. When fifty percent (50%) of the Contract Price, as it may be adjusted, is due and the manner of completion of the Design Services and the Work and its progress are reasonably satisfactory to the Owner's Representative, the Owner shall discontinue the retainage. At the discretion of the Owner and with the approval of the Design/Builder, the retainage of each Subcontractor may be released separately, as the Subcontractor completes its work. If, after discontinuing the retention, the Owner's Representative determines that the Design Services or the Work or both is unsatisfactory or has fallen behind schedule, retention shall be resumed at the previous level. If retention is resumed by the Owner, the Design/Builder and Subcontractors shall be entitled to resume withholding retainage accordingly.

(H) Design/Builder's Representations Regarding Pay Requests: Each pay request shall be signed by Design/Builder and shall constitute Design/Builder's representation that the Design Services and the Work have progressed to the level for which payment is requested in accordance with the milestones or the Schedule of Values, that the Design Services and the Work have been properly and timely installed or performed in strict accordance with this Agreement, that all obligations of the Design/Builder covered by prior pay requests have been paid in full, and that the amount requested is currently due and owing, and that Design/Builder knows of no reason why payment should not be made as requested. Each construction pay request shall be accompanied by 8" x 10" photographs of good quality depicting the then-current status of the Project. The submission by Design/Builder of a pay request constitutes an affirmative representation and warranty that upon receipt from the Owner of the amount requested, all obligations of the Design/Builder to others, including without limitation Subcontractors and Suppliers, incurred in connection with the Project, will be paid in full, and that all Work for which payments have been received from Owner is free and clear of liens, claims, security interests or other encumbrances in favor of Design/Builder or any other person or entity whatsoever. In the event that Owner becomes credibly informed that any representation or warranty of Design/Builder as set forth in this Paragraph is wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Design/Builder until the inaccuracy, and the cause thereof, are corrected to Owner's reasonable satisfaction.

(I) Owner's Review Of Pay Requests: Owner shall have the right, but not the obligation, to review all pay requests and the Design Services and the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work and the Design Services is as represented in the pay request and as required by the Contract.

(J) Conditions Precedent To Payment: In addition to all other conditions precedent contained herein, it shall be a condition precedent to payment of any pay request that Design/Builder have submitted updated schedules for the performance of its Work and Design Services as required by this Agreement and that Design/Builder shall, if required by the Owner, have furnished to Owner properly executed waivers of claims and lien, in the form attached hereto as Exhibit "G" or in such other form and manner required by Owner from time to time, from Design/Builder and from all Subcontractors, materialmen, Suppliers or others having claim or lien rights, wherein they shall acknowledge receipt of all sums due pursuant to all prior pay requests and waive and relinquish any liens or lien rights or other claims relating thereto.

(K) Amount Of Progress Payments: Owner shall pay the amount of each pay request properly due under this Agreement less such amounts, if any, owing by Design/Builder to Owner or which Owner shall have the right to withhold as authorized by this Agreement.

(L) Time For Payment: Subject to Owner's right of review and objection, Owner, after approval of the Georgia Department of Education if required, shall make payment on account of the Contract Price of all sums properly requested under the provisions of this Article 11 within thirty (30) days following the Owner's receipt of such pay requests from Design/Builder.

(M) Title Passes Upon Payment: Design/Builder warrants and represents that upon payment of any pay request submitted by Design/Builder, title to all Work covered by the pay request shall immediately pass to Owner.

(N) Design/Builder's Use Of Progress Payments: Upon receipt of any payment from Owner, Design/Builder shall immediately pay all Subcontractors, materialmen, laborers, and Suppliers such amounts as they are entitled for the Work covered by such payment.

(O) Use Of Joint Checks: If Owner becomes informed that Design/Builder has not paid a Subcontractor, materialman, laborer, or Supplier as provided herein, Owner shall have the right, but not the obligation, to issue checks and payment then or thereafter otherwise due to Design/Builder naming Design/Builder and any such Subcontractor, materialman, laborer, or Supplier as joint payees. Such joint check procedure, if employed by Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit Owner to repeat the procedure in the future nor to create any contractual or other relationship of any kind between Owner and such person or entity.

(P) Payment Not A Waiver Or Acceptance: No payment to Design/Builder, nor any use or occupancy of the Project by Owner, shall be interpreted or construed to constitute acceptance of any Work not in strict compliance with the Contract, and Design/Builder expressly accepts the risk that defective Work may not be detected (1) during any inspection by Owner, (2) prior to making of any payment to Design/Builder, or (3) before or during Owner's occupancy of the Project.

(Q) Withholding Of Payment: Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to Design/Builder in an amount then believed by Owner to be adequate to cover the penalties, damages, and potential losses resulting or likely to result from:

- (1) The quality of a portion, or all, of Design/Builder's Design Services or Work not being in accordance with the requirements of this Contract;
- (2) The quantity of Design/Builder's Design Services or Work not being as represented in Design/Builder's pay request, or otherwise;
- (3) Design/Builder's rate of progress being such that, in Owner's opinion, Substantial Completion, Final Completion, or both, may be inexcusably delayed;
- (4) Design/Builder's failure to use Contract funds, previously paid Design/Builder by Owner, to pay Design/Builder's Project-related obligations including, but not limited to, Subcontractors, laborers and material and equipment Suppliers;
- (5) Evidence that the balance of the Design Services and Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (6) Claims made, or likely to be made, against Owner or its property;
- (7) Loss caused by Design/Builder;
- (8) Design/Builder's failure or refusal to perform any of its obligations to Owner.

In the event that Owner makes written demand upon Design/Builder for amounts previously paid by Owner as contemplated in this Paragraph 11(Q), Design/Builder shall promptly comply with such demand.

(R) Unexcused Failure To Pay: If within thirty (30) days from the date payment to the Design/Builder is due, the Owner, without cause or basis hereunder, fails to pay Design/Builder any amounts then due and payable to Design/Builder, then Design/Builder may suspend its Design Services or, as applicable, the Work until receipt of proper payment after first giving ten (10) days' written notice to Owner of its intent. Any payment due hereunder which is not made within thirty (30) days after the date due shall bear interest at the rate of one percent (1%) per annum, simple interest.

(S) Simultaneous Pay Requests: For the avoidance of doubt, in the event that Owner authorizes staging of the Design Services in phases pursuant to Paragraph 6(A) of this Agreement, nothing herein shall be deemed or construed to prohibit Design/Builder from submitting appropriate pay requests for both design and construction simultaneously.

(T) Waiver of Prompt Payment Act: Design/Builder hereby expressly agrees, pursuant to O.C.G.A. § 13-11-7(b), that the payment provisions within the Contract Documents shall supersede the rates of interest, payment periods, payment terms, contract and subcontract terms, and attorneys' fees provisions provided for by the Georgia Prompt Payment Act, O.C.G.A. § 13-11-1 *et seq.*, and that the rates of interest, payment periods, payment terms, contract and subcontract terms, and attorneys' fees provisions provided for under the Prompt Payment Act shall have no application to the Work to be performed hereunder.

ARTICLE 12

SUBSTANTIAL AND FINAL COMPLETION

(A) Substantial Completion: "Substantial Completion" means that stage in the progression of the Work, as approved by Owner in writing, when the Project is sufficiently complete in strict compliance with the Contract Documents that Owner can enjoy beneficial use or occupancy of the entire Project and can utilize or operate it in all respects for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project required by any governmental or regulatory authority. Owner reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

(B) Determination Of Substantial Completion: When Design/Builder believes that the Work is substantially complete, Design/Builder shall notify Owner's Representative in writing and shall submit to Owner's Representative a list of items remaining to be completed or corrected. Owner's Representative will perform an inspection and if the Work is substantially complete in the opinion of Owner and reasonably satisfactory as determined by the Owner's Representative (provided, however, that such determination shall in no way diminish or reduce the Design/Builder's obligation to strictly comply with the requirements of the contract), Owner's Representative will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. If the Owner's Representative, through its inspection, fails to find that the Design/Builder's Work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Design/Builder shall bear the cost of such repeat inspection(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Design/Builder. Guarantees and equipment warranties required by this Contract shall commence on date of Substantial Completion.

(C) Payment Upon Substantial Completion: Subject to the conditions precedent set forth in the immediately succeeding sentence, upon Substantial Completion of the Work, Owner shall pay Design/Builder, within 30 days, an amount sufficient to increase total payments to the Design/Builder to one hundred percent (100%) of the Contract Price less any amounts attributable to liquidated damages, and less two hundred percent (200%) of the reasonable costs as determined by Owner's Representative for completing all incomplete Work and Design Services, correcting and bringing into strict conformance all defective and nonconforming Work and Design Services, and handling all outstanding or threatened claims. Prior to being entitled to receive the payment described in the immediately preceding sentence, and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form attached hereto as Exhibit "H" or in such other form and manner required by Owner from time to time, consent(s) of surety to release retainage. The reduced retainage shall be shared by the Design/Builder with its Subcontractors as their interests may appear.

(1) The Design/Builder shall, immediately upon the Design/Builder's receipt of retainage from the Owner, pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Design/Builder's retainage is reduced by the Owner; provided, however, that the value of each Subcontractor's work complete and in place equals fifty percent (50%) of its subcontract value, including

approved change orders and other additions to the subcontract value, provided, further, that the work of the Subcontractor is proceeding satisfactorily and the Subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete its work including any warranty work as the Design/Builder in its reasonable discretion may require, including, but not limited to, a payment and performance bond.

(2) The Design/Builder shall require that the Subcontractor shall, immediately upon the Subcontractor's receipt of retainage from the Design/Builder, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced by the Design/Builder; provided, however, that the value of each lower tier subcontractor's work complete and in place equals 50 percent of his or her subcontract value, including approved change orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

Owner shall not be obligated to make any payment to Design/Builder between the payment described in this Paragraph and the payment made upon the attainment of Final Completion.

(D) Final Completion: "Final Completion" means the completion of all Design Services and all Work required by, and in strict compliance with, the Contract, including startup, testing, obtaining regulatory approvals from all applicable authorities, and all preparations necessary to operate the Project, and Design/Builder's provision to Owner of all documents and things required to be provided by the Contract.

(E) Determination Of Final Completion: When Design/Builder believes that all of the Work is finally complete, and Design/Builder is ready for a final inspection, Design/Builder shall so notify Owner's Representative in writing. Owner's Representative will then make final inspection of the Work and, if the Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then Owner's Representative will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract. If the Owner's Representative is unable to issue its Certificate for Final Payment and is required to repeat its final inspection of the Project, the Design/Builder shall bear the cost of such repeat inspections(s), which costs may be deducted by the Owner from the Design/Builder's final payment.

(F) Payment After Final Completion: The Owner shall, subject to its rights set forth in Paragraph 11(Q) of this Agreement, make final payment of all sums due the Design/Builder within ten (10) days of the Owner's Certificate for Final Payment and the approval by the Georgia Department of Education, if such approval is required.

(G) Conditions Precedent To Final Payment: Prior to being entitled to receive final payment, and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form and manner required by Owner, if any, the following:

(1) An affidavit, in the form attached hereto as Exhibit "I" or in such other form and manner required by Owner from time to time, that all of Design/Builder's obligations to Subcontractors, laborers, equipment or material Suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

(2) If required by Owner, separate releases of claims and lien or claim and lien waivers, in the form attached hereto as Exhibit "J" or in such other form and manner required by Owner from time to time, from Design/Builder and from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might have a claim against Owner or Owner's property and an affidavit, in the form attached hereto as Exhibit "K" or in such other form and manner required by Owner from time to time, from Design/Builder that all such releases and waivers have been provided;

(3) In the form attached hereto as Exhibit "L" or in such other form and manner required by Owner from time to time, consent(s) of surety to final payment;

- (4) A complete set of the as-built drawings and the record set of Contract Documents;
- (5) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a Contractor, or expressly required herein, as a part of or prior to Project closeout.

(H) Acceptance Of Final Payment A Waiver: Acceptance by Design/Builder of final payment shall constitute a waiver and release of all claims against Owner by Design/Builder except for those claims previously made in writing against Owner by Design/Builder, pending at the time of final payment and specifically identified on Design/Builder's pay request for final payment as unsettled at the time it submits its pay request. The making of final payment shall not constitute a waiver or release of any claims Owner may have against Design/Builder.

ARTICLE 13

OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, Owner shall undertake to perform the following:

- (A) Provide Project Information:** Owner shall provide Design/Builder with information regarding Owner's requirements for the Project including any desired or required design or construction schedule.
- (B) Review Of Documents:** Owner's Representative shall review any documents submitted by Design/Builder requiring Owner's decision, and shall render any required decisions pertaining thereto.
- (C) Provide Notice Of Defects:** In the event Owner knows of any material fault or defect in the Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, and in the further event that the Design/Builder does not have notice of same, then Owner shall inform Design/Builder.
- (D) Access To The Site And The Work:** Owner shall provide Design/Builder access to the site and to the Work, and shall provide Design/Builder with such information, existing and reasonably available, necessary to Design/Builder's performance of the Contract as Design/Builder may request.
- (E) Cooperation To Secure Permits, Licenses, Approvals, And Authorizations:** Owner shall cooperate with Design/Builder in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.
- (F) Timely Performance:** Owner shall perform the duties set forth in this Article 13 in a timely manner.
- (G) Owner's Reviews, Inspections, Approvals, And Payments Not A Waiver:** The Design/Builder acknowledges and agrees that the Owner does not undertake to approve or pass upon matters of design or construction and that the Owner, therefore, assumes no responsibility for design or construction. Owner's review, inspection, or approval of any Work, Design Documents, submittals, or pay requests by Design/Builder shall be solely for the purpose of determining whether such Work and such documents are generally consistent with the Owner's Criteria, as, and if, modified. The Owner does not undertake to inquire into adequacy, fitness, suitability, or correctness of engineering or architectural design or construction. No review, inspection, or approval by Owner, Owner's Representative, or anyone retained by Owner of such Work or documents shall relieve Design/Builder of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, Design Document, or Contract Documents shall not relieve Design/Builder of responsibility for the strict performance of its obligations under the Contract. Payment by Owner pursuant to the Contract shall not constitute a waiver of any of Owner's rights under the Contract or at law, and Design/Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.

(H) Delay Or Forbearance Not Waiver: Owner's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Design/Builder under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

(I) Documents Requested By Design/Builder: The Owner shall furnish, if requested by Design/Builder, such existing legal description and survey of the Project site as may be in Owner's possession. Owner shall furnish to Design/Builder, prior to the execution of this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Design/Builder only in order to make complete disclosure of such material as being in possession of the Owner and for no other purpose. By furnishing such material, Owner does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, implicitly or explicitly, and shall have no liability therefor.

(J) Easements: Owner shall obtain all required easements, and the like but not the building permit and other permits or fees required of the Design/Builder by this Contract, or permits and fees customarily the responsibility of the Design/Builder or a construction contractor.

(K) Right To Stop Work: In the event Design/Builder fails or refuses to perform the Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, Owner may, at its option, instruct Design/Builder to cease and desist from performing further Work, or any part thereof. Upon receipt of such instruction, Design/Builder shall immediately cease and desist as instructed by Owner and shall not proceed further until the cause for Owner's instructions has been corrected, no longer exists, or Owner instructs that the Work may resume.

(L) Owner's Right To Perform Work: In the event Owner issues such instructions to stop Work, and in the further event that Design/Builder fails and refuses within seven (7) days of receipt of same to provide adequate assurance to Owner that the cause of such instructions will be eliminated or corrected, then Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of other contractors, and Design/Builder shall be fully responsible and liable for the costs incurred in performing such Work. In such case, an appropriate Change Order shall be issued deducting from the payment then or thereafter due the Design/Builder the cost of correcting such deficiencies, including the cost of the Owner and any other contractors utilized by the Owner due to such default, neglect or failure. If the payments then or thereafter due the Design/Builder are not sufficient to cover such amount, the Design/Builder shall pay the difference to the Owner. The rights set forth in Paragraph 13(K) and this Paragraph 13(L) are in addition to, and without prejudice to, any other rights or remedies Owner may have against Design/Builder, including the rights to terminate Design/Builder's right to perform the Work or withhold payment as provided herein.

(M) Owner's Representative: "Owner's Representative" means the individual or entity named by Owner, in writing from time to time, to act on Owner's behalf in the administration of the Contract. The duties, obligations and responsibilities of the Design/Builder under this Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Owner's Representative, the Program Manager, or any other person or entity. The Design/Builder is not a third-party beneficiary of any contract by and between the Owner and the Owner's Representative, the Program Manager, or any other person or entity. It is expressly acknowledged and agreed that the duties of the Design/Builder to the Owner are independent of, and are not diminished by, any duties of the Owner's Representative, the Program Manager, or any other person or entity to the Owner.

(N) Contract Copies: The Owner will provide the Design/Builder with one (1) copy of such Contract Documents as are generated by the Owner. The Design/Builder will be charged, and shall pay Owner, an amount equal to the Owner's cost per additional copy of such Contract Documents which it may require.

ARTICLE 14

PROJECT DOCUMENTATION

(A) Maintenance Of Project-Related Records: Design/Builder shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than six (6) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.

(B) Availability Of Project-Related Records To Owner: All Project Records which are in the possession of Design/Builder or Design/Builder's Subcontractors shall be made available to Owner for inspection and copying upon Owner's request at any time. Additionally, such records shall be made available upon request by Owner to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, estimates, invoices, bills, receipts, cancelled checks, vouchers or other writings or things which document or involve in any manner the Project, its design, its costs or its construction. Said records expressly include those documents reflecting the cost of design and construction to Design/Builder, and its Subcontractors, including without limitation those documents and records reflecting the time expended by the Design/Builder and its personnel in performing the obligations of this Contract and the records of expenses incurred by the Design/Builder in its performance under this Contract.

ARTICLE 15

PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

(A) Subcontractor Defined: A "Subcontractor" means a person or an entity which has a direct contract with Design/Builder to perform a portion of the Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing specially fabricated equipment and materials for the Project.

(B) Supplier Defined: A "Supplier" means a person or an entity providing only equipment or materials for the performance of the Work.

(C) Objections To Subcontractors: Upon execution of this Agreement, and at such later times as may be applicable, Design/Builder shall furnish Owner's Representative, in writing, the names of persons or entities proposed by Design/Builder to act as Subcontractors on the Project. Design/Builder shall provide such information regarding such proposed Subcontractors as Owner deems necessary. Owner's Representative shall, in writing, state any objections Owner may have to such proposed Subcontractors. Design/Builder shall not enter into a subcontract with an intended Subcontractor with reference to whom Owner objects. Any consent or failure to reject by Owner shall in no way relieve Design/Builder of any of its duties or warranties under the Contract. Identified below are the Design/Builder's design Subcontractors for the disciplines stated, and such Subcontractors shall not be changed by Design/Builder without the Owner's prior consent:

Architectural:	_____
Civil:	_____
Structural:	_____
Mechanical:	_____
Electrical:	_____
Plumbing:	_____

(D) Terms Of Subcontracts: All subcontracts and purchase orders with Subcontractors shall afford Design/Builder rights against the Subcontractor which correspond to those rights afforded to Owner against Design/Builder herein, including those rights of Contract suspension, termination, and stop Work orders as set forth herein, and shall be freely assignable by Design/Builder to Owner without consent of the respective Subcontractor. Excepting only as provided in Paragraph 15(H) of this Agreement (and only if Owner exercises its option to accept assignment of a subcontract pursuant to Paragraph 15(H)), it is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor of Design/Builder and a provision to this effect shall be inserted into all agreements between Design/Builder and its Subcontractors. In addition to, and without limiting the generality of, the foregoing, each agreement between Design/Builder and any Subcontractor also shall contain provisions that: (i) recognize the rights of the Owner and the Owner's designee(s) pursuant to Paragraph 15(H) of this Agreement; (ii) require the Subcontractor (upon notice by the Owner that the Owner has terminated performance under the Contract by Design/Builder pursuant to the terms of Paragraph 19(G) or Paragraph 19(I) of this Agreement, and that the Owner or the Owner's designee has elected, pursuant to Paragraph 15(H) of this Agreement, to retain the Subcontractor pursuant to the terms of its agreement with the Design/Builder) to complete the unperformed obligations under its agreement with the Design/Builder directly for the Owner or the Owner's designee without claim or dispute against the Owner or the Owner's designee, whether in the nature of affirmative claim, offset or otherwise, constituting, arising out of or related to any claim or dispute against the Design/Builder or any act or omission of the Design/Builder, and to forever waive and release such claims or disputes as against the Owner and, if applicable, the Owner's designee (excepting only, if applicable, the Design/Builder's payment bond surety solely in its capacity as payment bond surety), and to assert such claims or disputes, if at all, only against the Design/Builder and if applicable the Design/Builder's payment bond surety solely in its capacity as payment bond surety; (iii) require the Subcontractor to agree that in the event the Owner or the Owner's designee accepts assignment of the Subcontractor's agreement with the Design/Builder pursuant to Paragraph 15(H) of this Agreement, in no event shall the Owner or the Owner's designee (excepting only a payment bond surety solely in its capacity as a payment bond surety) be required to pay to Subcontractor any amounts in respect of such Subcontractor's work on the Project for which Owner previously paid Design/Builder; and (iv) require the Subcontractor, if requested by the Owner or the Owner's designee, to enter into an appropriate agreement evidencing the fact that the Subcontractor is bound to the Owner or the Owner's designee under the assigned agreement in the same manner, and to the same extent, that the Subcontractor had been bound to the Design/Builder and otherwise affirming the rights of Owner or the Owner's designee as set forth in this Paragraph 15(D).

(E) Design/Builder Responsible For Acts Of Its Subcontractors: Should Design/Builder subcontract all or any part of the Design Services or the Work, such subcontracting of the Design Services or the Work shall not relieve Design/Builder from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Design/Builder shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.

(F) Key Personnel: In accordance with Article 2 above, Design/Builder shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project. Design/Builder shall designate one such person as the Project Manager. Absent written instruction from Design/Builder to the contrary, the Project Manager shall be deemed to be Design/Builder's authorized representative and shall be authorized to receive and accept any and all communications from Owner. Key design and supervisory personnel assigned by Design/Builder, or its architectural Subcontractor as applicable, to this Project are as follows:

NAME	FUNCTION
_____	_____
_____	_____
_____	_____
_____	_____

Evidence of the above-named personnel's competence, such as a resume, shall be provided to Owner prior to said personnel beginning performance of the function indicated. So long as the individuals named above remain actively employed or retained by Design/Builder, or any related entity or affiliate thereof, or as applicable its architectural Subcontractor, they shall perform the functions indicated next to their names unless Owner agrees to the contrary in writing or unless Owner requests removal of any such individual from the Project. In the event Owner requests the removal of any of the individuals named above, Design/Builder shall, or as applicable shall require its architectural Subcontractor to, immediately comply and shall immediately replace such individual with a qualified substitute to whom Owner makes no objection. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, Design/Builder shall be bound by the provisions of this Paragraph 15(F) as though such individuals had been listed above.

(G) Removal Of Subcontractors And Personnel: If, at any time during the course of the Project, Owner reasonably determines that the performance of any Subcontractor or any member of Design/Builder's staff working on the Project is unsatisfactory, Owner's Representative may require Design/Builder to remove such Subcontractor or staff member from the Project immediately and replace the Subcontractor or staff member at no cost or penalty to Owner for delays or inefficiencies the change may cause.

(H) Contingent Assignment of Subcontracts: Subject to the conditions of the immediately succeeding sentence, the Design/Builder hereby makes assignment to the Owner or the Owner's designee of each agreement of Design/Builder with a Subcontractor. The assignment in the immediately preceding sentence is expressly conditioned and contingent upon the termination of the Design/Builder's performance under the Contract by the Owner pursuant to Paragraph 19(G) or 19(I) of this Agreement and shall be effective only for those subcontracts which the Owner or the Owner's designee accepts by notifying the Subcontractor and the Design/Builder in writing, and is subject to the prior rights, if any, of the surety(ies) obligated under any bond relating to the Contract. Upon request of the Owner, the Design/Builder agrees to execute all documents reasonably required by the Owner to affirm such assignment. For the avoidance of doubt, and not in limitation of any provision of this Agreement, the Design/Builder specifically agrees, and shall require each Subcontractor to specifically agree, that the Owner's designee referred to in this Paragraph 15(H), Paragraph 15(D), Paragraph 19(G) and Paragraph 19(I), may include, without limitation, any one or more surety(ies) obligated under any bond relating to the Contract, or any one or more completion contractor(s) designated by the Owner or any such surety, or any one or more of any of the foregoing, as directed by the Owner in the Owner's sole discretion.

ARTICLE 16

CHANGES AND EXTENSIONS OF TIME

(A) Owner's Right To Order Changes: One or more changes in the Design Services or the Work within the general scope of the Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by Owner without invalidating the Contract. Such changes shall be communicated by Change Order or by Field Order. Design/Builder shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the following terms and conditions as set forth in this Article 16.

(B) Definition Of Change Order: "Change Order" shall mean a written order to Design/Builder executed by Owner, issued after execution of this Agreement, and approved by the Georgia Department of Education, if required, authorizing and directing a change in the Design Services or the Work, an adjustment to the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order. The Owner will not be responsible for any change in the Design Services or the Work involving extra costs unless approval in writing is furnished by the Owner before such Design Services or Work is begun.

(C) Adjustments To Contract Price Or Contract Time: Upon the occurrence of a change as set forth in Paragraph 16(A), the adjustment, if any, to the Contract Price or the Contract Time resulting from the change shall be determined as follows:

- (1) Any increase in the Contract Price must be requested by Design/Builder pursuant to the terms and conditions of Article 17 of this Agreement, and any such request for an increase in the Contract Price shall

be subject to Paragraph 16 (G) of this Agreement. The failure of Design/Builder to provide notice in writing to Owner in accordance with Article 17 of this Agreement of any request for an increase in the Contract Price shall constitute a waiver by Design/Builder of any entitlement to an increase in the Contract Price.

(2) The change in the Contract Price, if any, shall be established on the basis of, and shall be limited to, the reasonable actual expenditures or savings, as defined below, resulting from the change, plus a component for direct jobsite overhead and profit, as set forth below, but shall not include home office overhead or other indirect costs or components. If, and to the extent, the change involves subcontracted Design Services or Work, the overhead and profit component for the subcontracted Design Services or Work shall be five percent (5%) and the overhead and profit component for the Design/Builder shall be five percent (5%) of the amount allocable for subcontracted Design Services or Work; provided, however, that the foregoing five percent (5%) overhead and profit component for subcontracted Design Services or Work is intended to cover all Subcontractors and subcontractors of any tier, and there shall be no additional overhead and profit component for subcontractors below first-tier Subcontractors of the Design/Builder. If the change involves only Design Services or Work of the Design/Builder, the component for overhead and profit shall be ten percent (10%). Any such expenditures or savings shall be documented in such form and with such content and detail as Owner may require. As used in this Subparagraph 16 (C)(2), reasonable expenditures or savings means, and shall be limited to, the following:

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

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

(3) Any extension of the Contract Time requested by Design/Builder for performance of any change in the Design Services or the Work ordered by Owner may be granted by mutual agreement and then set forth in the Change Order. Otherwise, extensions of the Contract Time must be requested by Design/Builder pursuant to the terms and conditions of Article 17 of this Agreement, and any such request for extension of the Contract Time shall be subject to Paragraph 16(G) of this Agreement. The failure of Design/Builder to provide notice in writing to Owner in accordance with Article 17 of this Agreement of any request for extension of the Contract Time shall constitute a waiver by Design/Builder of any entitlement to an extension of the Contract Time.

(D) Continuing Duty To Perform Work And Make Payment: The Design/Builder shall continue to diligently perform the Design Services and the Work, including any change directed by Owner by Change Order, and shall keep thorough records of the cost of performance of such Change Order consistent with and in accordance with the provisions of Subparagraph 16(C)(2) above. Pending final determination of reasonable expenditures or savings, payments on account shall be made to Design/Builder in accordance with said Subparagraph 16(C)(2) and Article 11 herein.

(E) Changes In Unit Prices: If unit prices are provided in the Contract, and if the quantities contemplated are materially changed in a proposed Change Order such that an application of the unit prices to the quantities of Work proposed would cause inequity to the Owner or the Design/Builder, then, subject to the three (3) immediately succeeding sentences, the applicable unit prices shall be equitably adjusted at the request of either party made in accordance with such other provisions of this Contract as are applicable to such party. No such equitable adjustment shall be made with respect to the quantities contemplated in the Contract. Any equitable adjustment to unit prices pursuant to this Paragraph 16 (E) shall be made only with respect to the difference between the quantity of applicable units of Work contemplated in the Contract and the quantity of applicable units of Work resulting after giving effect to such a proposed Change Order, and an equitable adjustment shall be made only if such difference is a material difference from the quantities contemplated in the Contract. Any increase to unit prices pursuant to this Paragraph 16 (E) shall be conditioned and contingent upon the Design/Builder demonstrating proof, satisfactory to the Owner, that such increase in the unit price is due solely to increased cost per unit caused solely by such a material change in quantities.

(F) Minor Changes: Owner shall have authority to order minor changes in the Work not involving a change in the Contract Price nor extension of the Contract Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and Design/Builder shall promptly carry out such written Field Orders.

(G) Effect Of Executed Change Order: The execution of a Change Order by Design/Builder shall constitute conclusive evidence of Design/Builder's agreement to the ordered changes in the Design Services or the Work, the Contract as thus amended, the Contract Price as thus amended and the Contract Time as thus amended. Design/Builder, by executing the Change Order, acknowledges that the changes set forth therein is for the full and final adjustment of the Contract Price and Contract Time associated with the Change Order work, that the stated extension of the Contract Time is equitable in nature and that no further claims for any Contract Time or Contract Price for whatever reason shall be made against the Owner for the work enumerated in the Change Order, and waives and releases any claim against Owner for additional time or compensation for matters relating to, arising out of, or resulting from the Design Services or the Work included within or affected by the executed Change Order.

(H) Consent Of Surety: Design/Builder shall notify and obtain the consent and approval of Design/Builder's surety with reference to all Change Orders if such notice, consent or approval are required by Owner, Design/Builder's surety or by law. Design/Builder's execution of the Change Order shall constitute Design/Builder's warranty to Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

(I) Fiduciary Relationship: Design/Builder recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Design/Builder and Owner and agrees that it shall at all times in good faith use its best efforts to advance Owner's interests and agrees to perform the Design Services and the Work in the best professional manner.

ARTICLE 17

CLAIMS BY DESIGN/BUILDER

(A) Terms And Conditions Of Claims: Claims by Design/Builder against Owner are subject to the terms and conditions of this Article 17, and strict compliance herewith shall be a condition precedent to any liability of Owner therefor.

(B) Notice Of Claim: All Design/Builder claims, disputes and other matters in question against Owner arising out of or related to the Contract or the breach thereof, including without limitation claims in respect of changes in the Contract Price or Contract Time, shall be initiated by a written notice of claim submitted to Owner. Such written notice of claim shall be received by Owner no later than seven (7) days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim including the amount claimed. Design/Builder agrees and acknowledges that its failure to provide written notice

of a claim as set forth herein shall constitute a waiver of any claim for additional compensation or time extension related thereto.

(C) Documentation In Support Of Claims: Upon discovering an event or condition forming the basis of a claim for an increase in the Contract Price or an extension of the Contract Time, Design/Builder shall, until the claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis for the claim.

(D) Formal Written Claim: No later than ten (10) days after the date of the written notice of claim, Design/Builder shall submit a formal written claim which shall include at least the following information: (1) a concise statement of the occurrence(s) supporting the claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the claim dispute or other matter; (3) the date Design/Builder discovered the occurrence(s); (4) a detailed schedule of values identifying all costs resulting from the claim, dispute or other matter; (5) documentation supporting the schedule of values; (6) identification of any impact the claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the claim, dispute or other matter. In the event the claim relates to a Change Order, Design/Builder's formal written claim shall also include Design/Builder's good faith estimate of the change in the Contract Price, the Contract Time, or both, determined in accordance with Article 16 in respect of the Change Order. Other information or documents shall be submitted to Owner within ten (10) days after written request by Owner. The failure to provide a claim as set forth herein, or the failure to provide such other documents or information requested by Owner within ten (10) days after the written request, shall constitute a waiver of any claim for additional compensation or time extension related thereto.

(E) Continuous Duty To Provide Documentation: Design/Builder shall provide, and continue to provide, to Owner all such documentation, including cost and time records, as and when Owner may request so that Owner may evaluate Design/Builder's claim.

(F) Duty To Continue Performance: Design/Builder and Owner shall continue their performance hereunder regardless of the existence of any claims submitted by Design/Builder.

(G) Differing Site Conditions: In the event Design/Builder discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, and not reasonably discoverable by Design/Builder's diligent inspections as required herein, the Contract Price shall be modified, either upward or downward, upon the written claim made by either party within seven (7) calendar days after the first appearance to such party of the circumstances. As a condition precedent to Owner having any liability to Design/Builder due to concealed and unknown conditions, Design/Builder must give Owner written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure of Design/Builder to give the written notice and make the claim as provided by this Paragraph 17(G) shall constitute a waiver by Design/Builder of any rights arising out of or relating to such concealed and unknown condition including any claim for an increase in the Contract Price or any claim for an extension of the Contract Time.

(H) Claims For Increase In Contract Price: In the event Design/Builder seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of Owner therefor, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur shall constitute a waiver by Design/Builder of any claim for additional compensation.

(I) Limit Of Owner's Liability For Increased Costs: In connection with any claim by Design/Builder against Owner for compensation in excess of the Contract Price, any liability of Owner (1) shall be strictly limited to direct cost actually and reasonably incurred by Design/Builder in accordance with the provisions regarding changes in the Contract Price as set forth in Paragraph 16(C)(2), and (2) shall in no event include indirect, consequential, impact or other costs, expenses or damages of Design/Builder or its Subcontractors. Such indirect costs or consequential damages, as referred to herein and elsewhere in this Agreement, that are not recoverable by the Design/Builder shall include loss of financing, loss or impairment of bonding, loss of business, loss of profit and overhead on Work not yet performed and loss of future or anticipated profits from other work. The Owner's limitation of liability for such indirect or consequential damages shall not apply to the Owner's liability to the Design/Builder, if any, for claims

arising out of bodily injury to persons, death or damage to property caused by or resulting from the sole negligence of the Owner, or its officers, agents or employees. Owner shall not be liable to Design/Builder for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which Owner would not be liable to Design/Builder under the terms of the Contract. As a condition precedent to Owner's liability to Design/Builder for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Design/Builder and such Subcontractor's claims must have been submitted to Owner by Design/Builder in strict compliance with all the requirements of this Article 17. Owner shall not be liable to Design/Builder for claims of third parties including Subcontractors, unless and until the liability of Design/Builder therefor has been established in a court of competent jurisdiction.

(J) Claims For Increase In Contract Time: If Design/Builder is delayed in progressing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of: (i) any act or omission by the Owner or someone acting in the Owner's behalf, (ii) any Owner-authorized Change Order, (iii) acts of God, (iv) unusually severe weather, (v) any order of a governmental authority having jurisdiction over the Project which order is issued through no fault of the Design/Builder, (vi) acts of war, or (vii) acts of terrorism, then the date for achieving Substantial Completion, or, as applicable, Final Completion, shall, subject to the provisions of Paragraph 17(K) below, be appropriately adjusted by Owner upon the written notice and claim of Design/Builder to Owner for such reasonable time as Owner may determine. A task is critical within the meaning of this Paragraph 17(J) if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. As a condition precedent to any right to an extension of time, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Design Services or Work. If Design/Builder fails to give such notice, any claim for an extension of time shall be waived.

(1) **Sufficiency of Contract Time.** The Design/Builder agrees that the Design Services and the Work shall be prosecuted regularly, diligently, and without interruption at such rate of progress as will insure full completion thereof within the time required by the Contract Documents. It is expressly understood and agreed that the Design/Builder has considered all contingencies and factors affecting its ability to perform all the Design Services and the Work within this time, including without limitation, delays caused by any fact or condition other than those expressly set forth in clauses (i) through (vii) of the foregoing Paragraph 17(J), and after consideration of all such contingencies and factors, Design/Builder has made an allowance for such contingencies and factors before agreeing to the time for completion specified in the Contract Documents, and does further agree that all things considered, such time for completion is a reasonable time for completion of all Design Services and Work to be performed hereunder, without the need for any extension of time for any reasons other than those expressly set forth in clauses (i) through (vii) of the foregoing Paragraph 17 (J).

(2) **Weather Delays.** The date for achieving Substantial Completion or, as applicable, Final Completion will not be extended due to unusually severe weather (excepting unusually severe weather which precludes access to the Project site) after the Project is enclosed or due to normal severe weather. For the purpose of this Paragraph, the term "enclosed" is defined to mean when the building is sufficiently sealed, either temporarily or permanently, to permit the structure to be heated and the roof dried in to permit finishing trades to work.

There shall be no extension of the time for completion due to any lost days that are not weekday working days (based on a Monday through Friday work week). No change in the Contract Price shall be due because of weather.

(K) Owner's Right To Order Acceleration And To Deny Claimed And Appropriate Time Extensions, In Whole Or In Part: Design/Builder acknowledges and agrees that Substantial Completion of the Work by or before the Scheduled Completion Date is, or may be, of substantial importance to Owner.

(1) Owner shall accordingly have the right in its sole discretion to order Design/Builder to accelerate its progress in such a manner as to achieve Substantial Completion on or before such date as Owner may reasonably direct and, upon receipt, Design/Builder shall comply with such order.

(2) In the event that Design/Builder is otherwise entitled to an extension of Contract Time and has made claim therefor in accordance with Paragraph 17(J) above, Owner shall have the right in its sole discretion to deny all, or any part, of such extension of Contract Time by written notice to Design/Builder provided within

seven (7) days of receipt of Design/Builder's claim. Should Owner deny Design/Builder's claim for an extension of Contract Time under this Subparagraph (2), either in whole or in part, Design/Builder shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date.

(3) In the event that (a) Owner orders Design/Builder to accelerate its progress under Subparagraph 17(K)(1) above, or (b) Owner exercises its rights under Subparagraph 17(K)(2) above, or (c) both, such action shall be deemed to constitute a Change Order under Article 16 and any change in the Contract Price shall be determined in accordance therewith.

(L) No Damages for Delay: Notwithstanding anything in this Article 17 to the contrary, for delays to the Work caused solely by the Owner, Design/Builder's sole remedy against the Owner shall be an extension of the Contract Time in accordance with Paragraph 17(J) above and the direct field costs and approved direct job-related material and equipment costs which Design/Builder could not reasonably avoid, incurred on account of such delay. Under no circumstances shall Design/Builder be entitled to any indirect field or home office costs, including home office overhead, or any costs which result from acceleration of the Work, except as specifically provided in Paragraph 17(K) above. For delays to the Work caused by an event outside the control of Design/Builder or Owner, (i) if such delay is not more than 30 days, Design/Builder's sole remedy shall be an extension of the Contract Time in accordance with Paragraph 17(J) above, and (ii) if such delay exceeds 30 days, Design/Builder's sole remedy shall be an extension of the Contract Time in accordance with Paragraph 17(J) above and recovery of the direct field costs and approved direct job-related material and equipment costs which Design/Builder could not reasonably avoid, incurred on account of the delay, beginning on the 31st day of such delay; provided, however, that no extension of the Contract Time or field costs shall be granted if such delay could have been reasonably anticipated by Design/Builder. For delays to the Work caused by the mixed acts or omissions of Owner and Design/Builder, Design/Builder's sole remedy shall be an extension of the Contract Time in accordance with Paragraph 17(J) above. For delays within its control or delays which could have been reasonably anticipated by Design/Builder, Design/Builder shall not be entitled to an extension of time or any costs incurred on account of such delay and shall finish the Work in accordance with the Contract Documents.

(M) Claims Resolved By Change Order: The resolution of any claim under this Article 17 shall be reflected by a Change Order executed by Owner and Design/Builder.

(N) Mediation: Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Owner and Design/Builder shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 18

UNCOVERING AND CORRECTING WORK

(A) Design/Builder Not To Cover Work Contrary To Requirements: If any of the Work is covered, concealed or obscured contrary to the written request of Owner, or contrary to any provision of the Contract, said Work shall, if required by Owner, be uncovered for inspection and shall be properly replaced at Design/Builder's expense without change in the Contract Time.

(B) Owner's Right To Order Uncovering Of Any Work: If any of the Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 18(A) above, it shall, if required by Owner, be uncovered for inspection. If such Work conforms strictly with the Contract, the cost of uncovering and proper replacement shall by Change Order

be charged to Owner. If such Work does not strictly conform with the Contract, Design/Builder shall pay the cost of uncovering and proper replacement.

(C) Duty To Correct Rejected Work: Design/Builder shall immediately proceed to correct Work rejected by Owner as defective or failing to conform to the Contract. Design/Builder shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections made necessary thereby.

(D) Duty To Correct Defective Work Discovered After Completion: In addition to its warranty obligations set forth elsewhere herein, Design/Builder shall be specifically obligated to correct any and all defective or nonconforming Work for a period of twelve (12) months following Final Completion upon written direction from Owner. Upon written direction from the Owner regarding defective or nonconforming Work, Design/Builder shall within two (2) working days respond by visiting the site and commencing, and promptly completing, any necessary remedial Work including needed maintenance instructions to Owner's personnel. The Design/Builder's obligations under this Paragraph shall survive final payment by Owner and termination of the Contract.

(E) No Period Of Limitation Established: Nothing contained in Paragraph 18(D) shall establish any period of limitation with respect to other obligations which Design/Builder has under the Contract. Establishment of the one-year time period in Paragraph 18(D) above relates only to the duty of Design/Builder to specifically correct the Work.

(F) Owner's Option To Accept Defective Work: Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable costs of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. Owner shall be entitled to such reduction in the Contract Price regardless of whether Owner has, in fact, removed and corrected such defective Work. If the unpaid balance of the Contract Price, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Work, Design/Builder shall, upon written demand from Owner, pay Owner such additional compensation for accepting defective or nonconforming Work.

ARTICLE 19

SUSPENSION AND TERMINATION

(A) Suspension Of Performance: Owner may at any time for any reason whatsoever or for no reason suspend performance under the Contract, or any designated part thereof, for a cumulative period of up to one hundred twenty (120) calendar days. If any such suspension is directed by Owner, Design/Builder shall immediately comply with same.

(B) Ceasing Performance Upon Suspension: From and upon the effective date of any suspension ordered by Owner, Design/Builder shall incur no further expense or obligations in connection with the Contract, and Design/Builder shall cease its performance. Design/Builder shall also, at Owner's direction, either suspend or assign to Owner any of its open or outstanding subcontracts or purchase orders.

(C) Claim For Costs Of Suspension: In the event Owner directs a suspension of performance under this Article 19, through no fault of Design/Builder, and provided Design/Builder submits a proper claim as provided in this Agreement, Owner shall pay Design/Builder as full compensation for such suspension Design/Builder's reasonable costs, actually incurred and paid, of:

- (1) Demobilization and remobilization, including such costs paid to Subcontractors, but only if the suspension lasts for a period of more than thirty (30) days;
- (2) Preserving and protecting Work in place;
- (3) Storage of materials or equipment purchased for the Project, including insurance thereon;

(4) Performing in a later, or during a longer, time frame than that contemplated by this Contract.

(D) Resumption Of Work After Suspension: If Owner lifts the suspension it shall do so in writing, and Design/Builder shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Design/Builder has exercised its right of termination as provided herein.

(E) Termination By Design/Builder For Prolonged Suspension of Performance: If the Owner suspends Design/Builder's performance for a period of more than one hundred twenty (120) days through no fault of the Design/Builder, the Design/Builder may, upon seven (7) days written notice to Owner, terminate this Contract and recover from Owner on the terms and conditions and in the amounts provided in Paragraph 19(H) below as though Owner had terminated Design/Builder's performance under the Contract for convenience pursuant to Paragraph 19(G) below.

(F) Termination By Design/Builder For Cause: If Owner shall persistently or repeatedly fail to perform any material obligation to Design/Builder for a period of sixty (60) days after receiving written notice from Design/Builder of its intent to terminate hereunder, Design/Builder may terminate performance under the Contract by written notice to Owner. In such event, Design/Builder shall be entitled to recover from Owner on the terms and conditions and in the amounts provided in Paragraph 19(H) below as though Owner had terminated Design/Builder's performance under the Contract for convenience pursuant to Paragraph 19(G) below.

(G) Termination By Owner For Convenience: Owner may, for any reason whatsoever, or without reason, terminate performance under the Contract by Design/Builder for convenience. Owner shall give written notice of such termination to Design/Builder specifying when termination becomes effective. Design/Builder shall incur no further obligations in connection with the Contract and Design/Builder shall stop Design Services and the Work when such termination becomes effective. Design/Builder shall also, at Owner's direction, either terminate or assign to Owner or Owner's designee outstanding orders and subcontracts. Without prejudice to any other rights or remedies of the Owner, at the Owner's option, subject to any prior rights of the surety(ies) obligated under any bond relating to the Contract, Owner, or Owner's designee(s), may accept assignment of any one or more subcontracts pursuant to Paragraph 15(H) of this Agreement. Design/Builder shall settle the liabilities and claims arising out of any terminated subcontracts and orders. Owner may direct Design/Builder to assign Design/Builder's right, title and interest under terminated orders or subcontracts to Owner or its designee. Design/Builder shall transfer title and deliver to Owner such completed or partially completed Design Documents, Work and materials, equipment, parts, fixtures, information and Contract rights as Design/Builder has.

(H) Submission Of Termination Claim And Compensation For Termination For Convenience: When terminated for convenience, Design/Builder shall be compensated as follows:

(1) Design/Builder shall submit a termination claim to Owner specifying the amounts believed to be due because of the termination for convenience together with costs, pricing or other data required by Owner. If Design/Builder fails to file a termination claim within ninety (90) Days from the effective date of termination, Owner shall pay Design/Builder an amount derived in accordance with Subparagraph (3) below;

(2) Owner and Design/Builder may agree to the compensation, if any, due to Design/Builder hereunder;

(3) Absent agreement to the amount due to Design/Builder, Owner shall pay Design/Builder, as full compensation for termination for convenience, the following amounts:

(a) That portion of the Contract Price representing the value of the Design Services and the Work, as reflected on the Schedule of Values, performed by Design/Builder prior to its receipt of the notice of termination, which is completed and accepted by Owner for which Design/Builder has not been previously paid;

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Design Services and the Work, and in terminating Design/Builder's performance, plus a fair and reasonable allowance for direct jobsite overhead and profit thereon (such profit shall not include

anticipated profit or consequential damages); provided however, that if it appears that Design/Builder would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph 19(G) above. These costs shall not include amounts paid in accordance with other provisions hereof.

In no event shall Design/Builder be entitled to recover anticipated profits or other consequential damages from Owner on account of a termination for convenience or an erroneous termination for cause, as described below. The total sum to be paid Design/Builder under this Paragraph shall not exceed the Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

(I) Termination By Owner For Cause: If Design/Builder does not perform the Design Services or the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then Owner may by written notice to Design/Builder, without prejudice to any other right or remedy against Design/Builder or others, terminate the performance of Design/Builder and take possession of the Project site and of all materials and equipment at the site and may finish the Work by whatever methods it may deem expedient. Design/Builder shall, if directed by the Owner in the Owner's sole discretion, assign to Owner or its designee any outstanding orders and subcontracts and transfer title and deliver to Owner such completed or partially completed Design Documents, Work and materials, equipment, parts, fixtures information and Contract rights as Design/Builder has. Without prejudice to any other rights or remedies of the Owner, at the Owner's option, subject to any prior rights of the surety(ies) obligated under any bond relating to the Contract, Owner, or Owner's designee(s), may accept assignment of any one or more subcontracts pursuant to Paragraph 15(H) of this Agreement. In the event that the Owner terminates the performance of the Design/Builder pursuant to this Paragraph 19(I), Design/Builder shall not be entitled to receive any further payment until the Work is finished.

(J) Erroneous Termination For Cause: In the event the performance of Design/Builder is terminated by Owner for cause pursuant to Paragraph 19(I) and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Paragraph 19(G) and the provisions of Paragraph 19(H) regarding compensation shall apply.

(K) Payments To Design/Builder After Termination For Cause: If the unpaid balance of the Contract Price, as it may be modified hereunder, exceeds the costs of finishing the Design Services and the Work, including compensation for Owner's additional costs and expenses of every nature whatsoever made necessary thereby, such excess shall be paid to Design/Builder. If such costs exceed the unpaid balance, Design/Builder shall pay the difference to Owner. This obligation for payment shall survive the termination of the Agreement.

(L) Article 17: Termination of the Design/Builder's performance by Owner is not subject to the procedures set forth in Article 17.

ARTICLE 20

OWNERSHIP OF DOCUMENTS

(A) Documents Owner's Property: The Design Documents and the Contract Documents, including but not limited to, the drawings, specifications and other documents or things prepared by or on behalf of Design/Builder for the Project, shall immediately become and be the sole property of Owner. Any documents furnished by Owner shall remain the property of Owner. Design/Builder may be permitted to retain copies of the Design Documents and Contract Documents and any documents furnished by Owner for its records and for its future professional endeavors.

ARTICLE 21

INDEMNITY

The Design/Builder shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with the Design/Builder's performance of this Agreement, provided that such claim, liability, damage, loss, cost or expense is due to sickness, bodily injury, disease or death, or to loss or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent caused by the Design/Builder, or anyone for whose acts the Design/Builder is or may be responsible or liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner. The Design/Builder shall not indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys' fees, arising out of sickness, bodily injury, disease or death, or to loss or destruction of tangible property caused by or resulting from the sole negligence of the Owner, or its officers, agents or employees; provided, however, the preceding limitation concerning the sole negligence of the Owner or its officers, agents or employees shall not limit or affect any obligation of the Design/Builder under workers' compensation or coverage or insurance specifically relating to workers' compensation, nor any requirement that one party to this Agreement purchase a project specific insurance policy, including owner's or contractor's protective insurance, builder's risk insurance, installation coverage, project management protective liability insurance, an owner controlled insurance policy, or a contractor controlled insurance policy.

ARTICLE 22

INSURANCE

Design/Builder shall have and maintain the insurance in accordance with the requirement of Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE 23

SURETY BONDS

(A) Performance Bond And Payment Bond: Design/Builder shall furnish separate performance and payment bonds to Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by Design/Builder shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by Design/Builder, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by Design/Builder shall be in the exact form provided by the Owner and shall be executed by a surety, or sureties, licensed in the State of Georgia by the Office of Commissioner of Insurance, rated A or better by A.M. Best Company, listed on the United States Department of Treasury's Listing of Approved Sureties (Treasury Department Circular 570) as a surety authorized to write bonds for the U.S. Government with a total underwriting limitation equal to or greater than the penal sum of the bonds as adjusted from time to time, and not otherwise reasonably objectionable to the Owner.

ARTICLE 24

MISCELLANEOUS PROVISIONS

(A) Governing Law: The Contract shall be governed by the laws of the State of Georgia. Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. The Design/Builder and its Surety(ies) irrevocably consent, and waive any objection they may have, to the exclusive jurisdiction and venue of the Superior Court of DeKalb County, Georgia, with respect to any matter or dispute arising out of or relating to this Contract.

(B) Successors And Assigns: Owner and Design/Builder bind themselves, their successors, assigns, executors, administrators and other legal representatives to the other party hereto and to successors, assigns, executors, administrators and other legal representatives of such other party in respect to all terms and conditions of this Contract.

(C) Non-Assignment: Design/Builder shall not assign the Contract, or any part of the Contract, nor shall it delegate any of its duties hereunder, without prior written consent of Owner.

(D) Notices: Any notice required to be given herein shall be deemed to have been given to the other party if provided by either registered or certified mail, return receipt requested, or hand delivery, to the following addresses:

To Owner:

DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084
Attn: Director of Design and Construction

With a copy to:

Mr. Erick Hofstetter, Chief Operating Officer
c/o DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084
Attn: Project Manager for _____

To Design/Builder:

All notices shall be effective upon receipt. Either party may change its address for notices by giving the other party a notice hereunder.

(E) Publicity: No information relative to the existence or the details of the Design Services or the Work shall be released by Design/Builder, either before or after completion of the Project, for publication, advertising or any commercial purposes without Owner's prior written consent.

(F) Severability: In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

(G) No Third Party Beneficiaries: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

(H) Day: Unless otherwise expressly provided to the contrary in the Contract, the term “day” shall mean calendar day.

(I) Codes and Standards: Any codes and standards referred to in the Contract Documents are minimum standards. If the requirements of the Contract Documents exceed those of the codes and standards, the Contract Documents shall govern.

(J) Affidavits of Non-collusion: The Design/Builder shall provide, and shall require its Subcontractors to provide, such affidavits of non-collusion as may be required by applicable law or the Owner, in form and content satisfactory to the Owner, at such time as may be required by applicable law or the Owner.

(K) Immigration and Security: The Design/Builder and all subcontractors shall comply with all state and federal immigration laws, rules and regulations, and the Design/Builder and all subcontractors shall provide the Owner with a completed and signed Immigration and Security Form and accompanying affidavits, in the form attached hereto as Exhibit “L” as a condition precedent to Final Payment.

ARTICLE 25

COOPERATION WITH PROGRAM MANAGER

(A) The “Program Manager” is the individual or entity named by the Owner, in writing from time to time, as the Program Manager. The Design/Builder shall fully cooperate with the Program Manager. Such cooperation shall include, without limitation, providing any requested information to the Program Manager, and advising, meeting with, consulting with, and coordinating with the Program Manager.

(B) The Design/Builder acknowledges that it has received, reviewed, and studied the contract between the Owner and Program Manager. To the extent that the Program Manager is authorized by its contract with Owner to act as the agent of the Owner, Design/Builder agrees to comply with all directions and instruction given by the Program Manager.

ARTICLE 26

PROHIBITION AGAINST CONTINGENT FEES

(A) The Design/Builder by execution of this Agreement warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 27

ADDITIONAL REQUIREMENTS AND ASBESTOS STATEMENT

Attached hereto and incorporated herein as part of this Agreement are the Additional Requirements included as Exhibit “K”, and the Asbestos Statement of Declaration included as Attachment “K-1”. The Design/Builder and its architectural Subcontractor shall sign and deliver to the Owner the Asbestos Statement Declaration at such time as the Owner may require.

Executed by the parties' duly authorized representatives as indicated by their signatures below.

OWNER

DeKalb County Board of Education (Seal)

By: _____
(Signature)

Mr. Diijon DaCosta Sr. Board Chair
(Printed Name, Title)

By: _____
(Signature)

Dr. Devon Q. Horton, Superintendent
(Printed Name, Title)

DeKalb County Board of Education

1701 Mountain Industrial Boulevard

Stone Mountain, GA 30083
(Address of Owner)

(Date of Execution)

Erick Hofstetter, Chief Operating Officer

DESIGN/BUILDER

(Typed Name of Design/Builder) (Seal)

By: _____
(Signature)

(Printed Name, Title)

(Address of Design/Builder)

(Date of Execution)

EXHIBIT "A"

REQUIRED INSURANCE

(1) The Design/Builder shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Design/Builder's operations under the Contract; whether such operations are by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

(a) claims under workers' or workmen's compensation disability benefit or other similar employees benefit acts;

(b) claims for damages because of bodily injury, occupational sickness or disease or death of its employees;

(c) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;

(d) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Design/Builder, or (2) by any other person;

(e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

(f) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

(2) The insurance required by Paragraph 1 shall be written for not less than any limits of liability specified in the contract documents, or required by law, whichever is greater.

(3) The insurance required by Paragraph 1 shall include contractual liability insurance.

(4) The Design/Builder shall be responsible from the time of signing the Contract or from the time of the beginning of the first Design Services or work, whichever shall be earlier, for all bodily injury (including death) or damage to property of any kind resulting from the Design Services or Work under this Contract to persons or property.

The Design/Builder assumes the obligation to save the Owner harmless and to indemnify it from every expense, liability or payment arising out of or through bodily injury (including death) to any person or persons or damage to property of any person arising out of any act of the Design/Builder, any Subcontractor or anyone either:

(a) directly or indirectly employed by or;

(b) under the supervision of any of them in the prosecution of the Design Services or Work included in the Contract.

Liability policies shall name the Owner and DeKalb County School District as an additional insured.

(5) The Design/Builder agrees to comply with the provisions of the Workman's Compensation laws of the State of Georgia and to require all Subcontractors likewise to comply. Design/Builder shall secure the following insurance at his own expense and prior to starting any Design Services or Work shall file Certificates of Insurance with the Owner, except that on the Owner's Protective Insurance, original policies shall be filed with the Owner.

(a) Workmen's Compensation – Statutory Limits Employer's Liability - \$1,000,000.00

- (b) Comprehensive General Liability (including Premises-Operations; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage and Broad Form General Liability Endorsement).
 - 1. Bodily Injury: \$1,000,000.00 Each Occurrence; \$1,000,000.00 Aggregate; Products and Completed Operations (Umbrella).
 - 2. Property Damage: \$500,000.00 Each Occurrence; \$1,000,000.00 Aggregate.
 - 3. Products and Completed Operation Insurance shall be maintained for a minimum period of one (1) year after final payment and Design/Builder shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period.
 - 4. Property Damage Liability Insurance shall include coverage for Explosion, Collapse, and Underground.
 - 5. Contractual Liability (Hold Harmless Coverage): Bodily Injury: \$1,000,000.00 Each Occurrence; Property Damage: \$500,000.00 Each Occurrence; \$500,000.00 Aggregate.
 - 6. Personal Injury, with Employment Exclusion deleted: \$1,000,000.00 Aggregate.
- (c) Comprehensive Automobile Liability (owned, non-owned, hired);
 - 1. Bodily Injury: \$1,000,000.00 Each Person, \$1,000,000.00 Each Accident.
 - 2. Property Damage: \$1,000,000.00 Each Occurrence.
 - 3. Personal Injury Protection: Statutory Limits.

(6) Certificates of Insurance (2 copies) shall be filed with Owner before commencement of Design Services or Work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled, changed or allowed to expire until fifteen (15) days after the Owner has received written notice evidence by return receipt of registered letter.

(7) Insurance will not be acceptable unless written by a Company licensed by the State Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to the Owner.

(8) Design/Builder shall purchase and maintain Owner's Protective Liability Policy with minimum limits of:

- (a) Bodily Injury: \$1,000,000.00 Each Occurrence, \$1,000,000.00 Aggregate.
- (b) Property Damage: \$500,000.00 Each Occurrence, \$500,000.00 Aggregate.
- (c) Personal Injury, with Employment Exclusion deleted: \$1,000,000.00 Aggregate.

This policy shall be issued in the name of DeKalb County Board of Education and delivered to Owner along with Certificates of Insurance. Employees of the DeKalb County Board of Education shall be included as an additional insured.

(9) Design/Builder shall purchase and maintain BUILDER'S RISK INSURANCE payable to the Design/Builder and Owner, as their interest may appear, upon the entire structure and all materials in or adjacent thereto which are to be made a part of the insured structure of 100% of the insurable value thereof covering fire, extended coverage, vandalism and malicious mischief.

(10) The Design/Builder may, at his option, purchase insurance policies having a "deductive" feature provided that:

- (a) Deductible amount does not exceed \$2,500.00.
- (b) Design/Builder agrees in written letter to the Owner to be responsible for payment of any such deductibles, in the event that such payment should become necessary.

(11) In addition, the Design/Builder shall provide and maintain Professional Liability Insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Project with a minimum level of coverage equal to or greater than 20% percent of the Contract Price, but not less than \$250,000 for the Project and a maximum deductible of \$50,000. The coverage provided herein shall contain an endorsement providing sixty (60) days' notice to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to the Owner

(12) In addition, the Design/Builder shall maintain the following other insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Project. The Design/Builder shall secure the following insurance at his own expense and shall file Certificates of Insurance with the Owner within five (5) days after the execution of this Agreement. Insurance will not be acceptable unless written by a company licensed by the State of Georgia Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to the Owner.

12.1.1 Workmen's Compensation and Employer's Liability to statutory limits.

12.1.2 Comprehensive Commercial General Liability including Owner's & Contractor's Protective with the following limits;

- (a) General Aggregate: \$1,000,000;
- (b) Products and Completed Operations Aggregate: \$1,000,000;
- (c) Personal & Advertising Injury: \$1,000,000;
- (d) Each Occurrence: \$1,000,000;
- (e) Fire Damage (Any one fire): \$50,000; and,
- (f) Medical Expense (Any one person): \$5,000

12.1.3 Automobile Liability (owned, non-owned, hired) with combined single limit of \$1,000,000 per occurrence.

12.2 The Owner and DeKalb County School District shall be included as additional insured on the coverages specified in Subparagraphs 12.1.2 and 12.1.3, and shall be indicated as such on certificates of insurance required herein.

12.3 These certificates shall contain a provision that coverages afforded under the policies will not be canceled, changed or allowed to expire until sixty (60) days after the Owner has received written notice evidence by return receipt of registered letter.

12.4 Unless expressly waived by Owner in writing, Design/Builder shall permit no consultant retained by Design/Builder to enter upon any Project site or perform any Services unless such consultant is and remains insured in accordance with the requirements of Paragraphs 12.1.1, 12.1.2, and 12.1.3. Design/Builder shall indemnify Owner for any loss or damage suffered by Owner as a result of the failure of any of Design/Builder's consultants to be so insured.

EXHIBIT “B”

LIQUIDATED DAMAGES

Liquidated damages applicable to Paragraphs 8(C) and 8(D) of this Agreement shall be the amount stated in the right column below which is directly opposite the applicable Contract Price range stated in the left column below.

If The Original Contract Price Is:

Daily Liquidated Damages Shall Be:

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

EXHIBIT "C"

CONTRACTOR AFFIDAVIT

By executing the affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____ (name of public employer) 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 of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Contractor Name)

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:

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

EXHIBIT "D"

SUBCONTRACTOR AFFIDAVIT

By executing the affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____ (name of public employer) 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 of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____, DAY OF _____, 20__

Notary Public
My Commission Expires:

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

EXHIBIT “E”

SAMPLE ITEMIZATION OF TASKS FOR DESIGN SCHEDULE

This exhibit is intended to be illustrative of the itemization of tasks Owner requires in the Design Schedule. Nothing herein shall be deemed or construed to limit the Design/Builder’s duties to the tasks identified in this exhibit. Illustrative tasks include, without limitation, the following as applicable to the Project:

Notice to Proceed

Project Kick-Off Meeting

PRELIMINARY CONSULTATION

As-built Documentation/Building Space Survey
MEP Analysis/Investigation
Needs Assessment
Code Review
Utilities Review
Program/Planning Work Sessions
Preliminary Presentation
Final Submission
Owner Review & Approval
Notice to Proceed
Soil Borings
Survey

PRELIMINARY DESIGN

Document Preparation
Finalize Site Architectural Plan
Finalize Conceptual Floor Plans
GDOE Preliminary Submittal
GDOE Preliminary Approval
Civil Documents
Landscape Conceptual Plan
LDP Submittal
LDP Approval
Architectural Plans (Renovations & Addition)
Preliminary Interiors Selections
Interiors Presentation to Owner
Incorporate Owner’s Comments Interiors
Structural
MEP
Preliminary Cost Estimate
Outline Specifications
Quality Control Review
Fire Marshal Review
Submit Preliminary Design to Owner
Review Documents w/Owner
Incorporate Owner Comments
Notice to Proceed to Construction Documents
GDOE Check Set Submittal
GDOE Check Set Approval

CONSTRUCTION DOCUMENTS

- Document Preparation
- Final Civil Documents
- Architectural Plans
- Structural
- MEP
- Specifications
- Coordination of Documents
- Quality Control Review
- Final Cost Estimate
- Submit C.D. Documents to Owner
- Review Documents w/Owner
- Incorporate Owner Comments

BUILDING PERMIT

- GDOE Final Submission
- Submit for Building Permit
- GDOE Final Approval
- Building Permit/LDP
- Incorporate Permit Review comments

BID/NEGOTIATIONS

- Bid Period
- Pre-Bid Conference
- Negotiations & Award
- Begin Construction

EXHIBIT “F”

MINIMUM REQUIREMENTS FOR DESIGN/BUILDER’S SCHEDULE OF CONSTRUCTION

PART 1 - GENERAL

- 1.1 **DEFINITIONS.** For purposes of this Exhibit, the following terms shall have the meanings set forth below.
- A. **Activity:** A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
 - B. **Cost Loading:** The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total portion of the Contract Price allocated to the Work, unless otherwise approved by Owner.
 - C. **CPM:** Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the project.
 - D. **Critical Path:** The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall project duration and contains no float.
 - E. **Event:** The starting or ending point of an activity.
 - F. **Float:** The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to Owner.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
 - G. **Fragnet:** A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
 - H. **Major Area:** A story of construction, a separate building, or a similar significant construction element.
 - I. **Milestone:** A key or critical point in time for reference or measurement.
 - J. **Network Diagram:** A graphic diagram of a network schedule, showing activities and activity relationships.
 - K. **Resource Loading:** The allocation of manpower and equipment necessary for the completion of an activity as scheduled.
- 1.2 **SUBMITTALS**
- A. **Preliminary Schedule of Construction:** Submit two opaque copies.

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

1.3 QUALITY ASSURANCE

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

1.4 COORDINATION

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

PART 2 - PRODUCTS

2.1 DESIGN/BUILDER'S SCHEDULE OF CONSTRUCTION, GENERAL

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

- b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 - 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
 - 8. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - i. Structural completion.
 - j. Permanent space enclosure.
 - k. Completion of mechanical installation.
 - l. Completion of electrical installation.
 - m. Substantial Completion.
 - 9. Other Constraints: Show the effect of any additional constraints.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Commencement Date, Substantial Completion, and Final Completion and interim milestones required by Owner, if any.
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
- 1. Design/Builder shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Owner's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, project record documents, and demonstration and training (if applicable), in an appropriate amount.
 - 2. Each activity cost shall reflect an accurate value subject to objection by Owner.
 - 3. Total cost assigned to activities shall equal the total portion of the Contract Price allocated to the Work.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

- 1. Use software, version and operating system required by Owner.

2.2 DESIGN/BUILDER'S SCHEDULE OF CONSTRUCTION (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: Submit diagram within 7 days of date established for commencement of the Work. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Design/Builder's Schedule of Construction using a computerized, cost-loaded and resource-loaded, time-scaled CPM network analysis diagram for the Work.
 - 1. Submit CPM schedule within 15 days after date established for commencement of the Work.
 - n. Failure to include any Work item required for performance of this Contract shall not excuse Design/Builder from completing all Work within applicable completion dates.
 - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. If applicable, work by Owner that may affect or be affected by Design/Builder's activities.
 - i. Testing and start up.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 - 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
- 1.
 2. Design/Builder or subcontractor and the Work or activity.
 3. Description of activity.
 4. Principal events of activity.
 5. Immediate preceding and succeeding activities.
 6. Early and late start dates.
 7. Early and late finish dates.
 8. Activity duration in workdays.
 9. Total float or slack time.
 10. Average size of workforce.
 11. Dollar value of activity (coordinated with the Schedule of Values).
- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the critical path.
 6. Changes in total float or slack time.
 7. Changes in the Contract Time.
- G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

PART 3 - EXECUTION

3.1 DESIGN/BUILDER'S SCHEDULE OF CONSTRUCTION

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
1. In-House Option: Owner may waive the requirement to retain a consultant if Design/Builder employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

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

END OF EXHIBIT

EXHIBIT "G"

PARTIAL WAIVER AND RELEASE OF CLAIM RIGHTS

PROJECT: OWNER: DeKalb County Board of Education

DESIGN/BUILDER:

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

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

The undersigned further acknowledges receipt of all sums due pursuant to prior pay requests and warrants that all persons employed by the undersigned and all persons supplying materials and/or renting equipment to the undersigned have been paid in full.

DATED: _____

FIRM: _____

BY: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public

My commission expires:

____/____/____

EXHIBIT "H"

**FORM OF CONSENT OF SURETY TO
REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE**

TO OWNER:
DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084

PERFORMANCE BOND NO.:
PAYMENT BOND NO.:

CONTRACT FOR:

PROJECT:
[Name and address]

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Design/Builder as indicated above,

[insert name and address of Surety]

Surety, on bond of _____,
[insert name and address of Design/Builder]

Design/Builder, hereby approves the reduction in or partial release of retainage to the Design/Builder as follows:

The Surety agrees that such reduction in or partial release of retainage to the Design/Builder shall not relieve the Surety of any of its obligations to the DeKalb County Board of Education as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: _____

SURETY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

ATTEST: _____
[SEAL]

Note: Original Current Power of Attorney with Current Certificate Shall Be Attached Hereto.

EXHIBIT "I"

**FORM OF
DESIGN/BUILDER'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**

STATE OF: _____
COUNTY OF: _____

This Design/Builder's Affidavit of Payment of Debts and Claims is for the Contract dated

_____, for design and construction of _____,
[Insert Project Description]

between _____ ("Design/Builder") and the DeKalb County Board of Education ("Owner").

As to said Contract, the undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Design/Builder for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

DESIGN/BUILDER:
(Name and Address)

By: _____
(signature of authorized representative)

(printed name and title)

Subscribed and sworn to before me on this
____ day of _____, ____.

Notary Public

My Commission Expires:
____/____/____

EXHIBIT "J"

FINAL WAIVER AND RELEASE OF CLAIM RIGHTS

PROJECT: OWNER: DeKalb County Board of Education

DESIGN/BUILDER:

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

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

The undersigned further acknowledges receipt of all sums due pursuant to prior pay requests and warrants that all persons employed by the undersigned and all persons supplying materials and/or renting equipment to the undersigned have been paid in full.

DATED:_____ FIRM:_____

BY:_____

TITLE:_____

STATE OF _____

COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public

My Commission expires:

____/____/____

EXHIBIT "K"

**FORM OF
DESIGN/BUILDER'S AFFIDAVIT OF RELEASE OF CLAIMS**

STATE OF: _____
COUNTY OF: _____

This Design/Builder's Affidavit of Release of Claims is for the Contract dated _____, for
design and construction of _____,
[Insert Project Description]

between _____ ("Design/Builder") and the DeKalb County Board of Education
("Owner").

As to said Contract, the undersigned hereby certifies that to the best of undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Claims attached hereto include the Design/Builder, all Subcontractors, all suppliers of materials and equipment, and all suppliers of Work, labor or services who have or may have claims or the right to assert claims arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

DESIGN/BUILDER:
(Name and Address)

By: _____
(signature of authorized representative)

(printed name and title)

Subscribed and sworn to before me on this
____ day of _____, ____.

Notary Public

My Commission Expires:

____/____/____

EXHIBIT "L"

**FORM OF
CONSENT OF SURETY TO FINAL PAYMENT**

TO OWNER:
DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084

PERFORMANCE BOND NO.:
PAYMENT BOND NO.:

CONTRACT FOR:

PROJECT:
[Name and address]

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Design/Builder as indicated above,

[insert name and address of Surety]

Surety, on bond of _____,
[insert name and address of Design/Builder]

Design/Builder, hereby approves of final payment to the Design/Builder, and agrees that final payment to the Design/Builder shall not relieve the Surety of any of its obligations to the DeKalb County Board of Education as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:_____

SURETY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

ATTEST: _____
[SEAL]

Note: Original Current Power of Attorney with Current Certificate Shall Be Attached Her

EXHIBIT “M”

ADDITIONAL REQUIREMENTS

1. The Owner shall have the right, but not the obligation, to interview the design and management staff assigned to this Project. (Management and design staff shall have experience in school construction.)
2. The Design/Builder shall hold a job site progress meeting at least once every two weeks, once site work begins.
3. The Design/Builder shall provide the Owner with all final drawings on computer disk in AutoCAD version 2000, or scanned onto magnetic media that can be accessed by AutoCAD 2000.
4. The Design/Builder shall provide the Owner with 11” X 17” prints of the final site plan/grading plan, staking plan, and overall floor plan.
5. The Design/Builder shall file and review all plans with the DeKalb County Building Department, Development Department, and Fire Marshal, and incorporate all review comments on the plans prior to submitting Detailed Design plans to Owner. (Development review is very specific and extensive and can take six weeks or more.)
6. Periodic field visitations shall be made during construction by all of the consultants retained for this Project to observe the implementation of their specific discipline and the Design/Builder shall require each consultant to generate a written report of each visit. The Design/Builder shall provide the Owner with copies of such written reports as promptly as possible and in any event not later than 5 days after each such visit.
7. Final inspections and punch lists shall be made by each of the consulting engineers, as well as the Design/Builder. The Design/Builder shall provide the Owner with copies of the punch lists and any other written reports from these visits as promptly as possible and in any event not later than 3 days after each such visit.
8. The maximum drawing sheet size shall be 30” X 42”.
9. The Design/Builder shall include up to two storm water detention ponds as part of the basic design package, if appropriate.
10. The Design/Builder’s plans and services shall be all-inclusive in complying with the requirements of the State Department of Education, the ordinances and codes of the DeKalb County Government and any other applicable laws, including without limitation the requirement of weekly erosion control inspections and reports and the preparation of plans and notices required for the State Department of Natural Resources Storm Water Discharge Permits.
11. The Design/Builder shall provide an Asbestos Statement of Declaration per the Exhibit “M-1” included with this Exhibit “M,” or in such other form as may be required by the Owner or the Georgia Department of Education.

EXHIBIT "M-1"

**ASBESTOS EXCLUSION CERTIFICATION FORM
(NEW CONSTRUCTION & ADDITIONS ONLY)**

In compliance with AHERA Part 763 "Asbestos", Subpart E "Asbestos Containing Materials in Schools", Section 763.99 "Exclusions" paragraph (a)(7), I _____
(Architect)

of record for _____,
(Project Name) (Substantial Completion Date)

located in _____,
(School System Name) (State Project Number)

certify that to the best of my knowledge no Asbestos Containing Building Material (ACBM) was specified as a building material in any construction document, nor was any ACBM building material installed on this project.

(Architectural Firm)

(Signature of Architect)

(Date)

(Georgia Architectural License Number)

(Seal and Signature)

Appendix G3

**STANDARD FORM OF CONTRACT
FOR FIXED PRICE
DESIGN AND CONSTRUCTION SERVICES
BETWEEN
THE DEKALB COUNTY BOARD OF EDUCATION
AND
THE DESIGN/BUILDER
(STATE CAPITAL OUTLAY PROJECTS)**

Design/Builder: _____

Project Name: **Ronald E. McNair High School**

Address: **1804 Bouldercrest Road, SE**
Atlanta, GA 30316

Cost Code: **TBD**

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STANDARD FORM OF CONTRACT FOR FIXED PRICE DESIGN AND CONSTRUCTION SERVICES

This STANDARD FORM OF CONTRACT FOR FIXED PRICE DESIGN AND CONSTRUCTION SERVICES BETWEEN THE DEKALB COUNTY BOARD OF EDUCATION AND THE DESIGN/BUILDER (the "Agreement") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and _____ (the "Design/Builder"). This Agreement is executed under seal and shall be effective on the date executed by the last party to execute it.

This Agreement is for the design and construction of a project identified as:

_____ (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Design/Builder agree as follows:

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

(A) The Contract: The Contract between Design/Builder and Owner, of which this Agreement is a part, consists of the Contract Documents. The Contract shall be effective on the date this Agreement is effective.

(B) The Contract Documents: The Contract Documents consist of this Agreement, all exhibits hereto, Division 1-General Requirements, the Owner's Criteria, any addenda issued by the Owner prior to execution of this Agreement, all Design Documents prepared by or on behalf of Design/Builder and approved by Owner in accordance with this Agreement, Change Orders and Field Orders issued hereafter, any other written amendments executed by Owner and Design/Builder, as well as the following (if any):

all of which are hereby incorporated herein by reference and made a part hereof. The Design/Builder shall create and provide to Owner a list of Design Documents approved by Owner in accordance with this Agreement (the "Design Document List"). The Design/Builder shall include in the Design Document List only those Design Documents that have been approved by Owner in accordance with this Agreement. The Design/Builder shall provide the Design Document List to Owner as and when Design Documents are approved by Owner in accordance with this Agreement, and Design/Builder shall update the Design Document List and provide such updates to Owner as and when Owner approves additional Design Documents, if any, from time to time.

(C) Enumerated Documents Form Entire Contract: Documents not specifically enumerated in Paragraph 1(B) of this Agreement including, without limitation, shop drawings, coordination drawings and submittals of other design documents which are not on the Design Document List, are not Contract Documents.

(D) Complete Agreement: The Contract, together with Design/Builder's and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between Owner and Design/Builder with reference to the Project. The Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties with respect hereto.

(E) Contract Interpreted As A Whole: The Contract is intended to be an integral whole and shall be interpreted as internally consistent. Design Services or Work required by any page, part, or portion of the Contract shall be required.

(F) Provision Of All Things Required: Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by Design/Builder for the Contract Price.

(G) Privity Only With Design/Builder: Nothing contained in the Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between Owner and any person except Design/Builder.

(H) Agreed Interpretation Of Contract Terms: When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. Headings are used herein solely for convenience.

(I) Term "Include" Intended To Be Encompassing: "Include," "includes," or "including," as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation".

(J) Use Of Singular And Plural: Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

(K) Definition Of Material Breaches Not Exhaustive: The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

(L) Order of Precedence: In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents which make up this Contract, interpretation will be based on the following priority, from the highest to the lowest:

- (1) With those of later date having precedence over those of earlier date, Change Orders, (if any), that are signed by both parties to this Agreement and any other written amendments, (if any), that are signed by both parties to this Agreement;
- (2) Addenda, (if any), with those of later date having precedence over those of earlier date;
- (3) This Agreement;
- (4) Supplemental or Special Conditions (if any);
- (5) Specifications;
- (6) Plans, with the following priority:

- (a) As between figures given on plans and scaled measurements, the figures shall govern;
- (b) As between large scale plans and small scale plans, the large scale plans shall govern;
- (7) Owner's Criteria; and
- (8) Design/Builder's Proposal dated _____ (if any).

(M) Conflict in Quality or Standards. Notwithstanding anything in Paragraph 1(L) above to the contrary, if the Contract Documents contain differing provisions on the same subject matter, the provisions that establish the higher quality manner or method of performing the Work or use more stringent standards will prevail. Additional details in a lower priority of Contract Documents shall be given effect except to the extent they irreconcilably conflict with requirements, provisions and practices contained in the higher priority Contract Document. If the Contract Documents contain differing provisions on the same subject matter that cannot be reconciled by applying the foregoing rules, then the provisions (whether setting forth performance or prescriptive requirements) contained in the document of higher order of precedence shall prevail over the provisions (whether setting forth performance or prescriptive requirements) contained in the document of lower order or precedence.

(N) Conflicts with Respect to Owner's Criteria and/or Design/Builder's Proposal: If the Owner's Criteria (as defined in Paragraph 5(B) hereof) set forth, or if Design/Builder's proposal includes, requirements, statements, offers, terms, concepts or designs that can be reasonably interpreted as requirements (in the case of Owner's Criteria) or offers (in the case of Design/Builder's Proposal) to provide higher quality items than otherwise required by the other Contract Documents or to perform services or meet standards in addition to or better than those otherwise required, or otherwise contains terms or designs which are more advantageous to Owner than the requirements of the other Contract Documents, as reasonably determined by Owner, then Design/Builder's obligations hereunder shall include compliance with all such requirements, statements, offers, terms, concepts and designs; provided, however, that should Design/Builder specifically identify and bring to Owner's attention in writing such conflict and specifically reference this Paragraph 1(N) of this Agreement, then Owner may, after reference thereto, select such lesser standards or requirements.

(O) Owner Includes Owner's Representative: Except for the Owner's right to issue Change Orders and except for the Owner's right to execute other written amendments and except for the Owner's obligation to make payments as set forth herein, the term "Owner" as used in the Contract with regard to any matters of administration of the Contract shall be deemed to be inclusive of the term "Owner's Representative."

ARTICLE 2

DESIGN/BUILDER'S REPRESENTATIONS

(A) Specific Representations: In order to induce Owner to execute this Agreement and recognizing that Owner is relying thereon, Design/Builder, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Agreement or the Contract, or implied by operation of law, makes the following express representations to Owner:

- (1) Design/Builder is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain, licensed to practice architecture and engineering and general contracting, if required by law, by all public entities, and any other governmental authorities, having jurisdiction over Design/Builder or the Project;
- (2) Design/Builder has and will maintain all necessary licenses, permits or other authorizations necessary to act as Design/Builder for the Project until Design/Builder's duties hereunder have been fully satisfied;

(3) Design/Builder has and will maintain the expertise, experience, and knowledge as well as the necessary plant, personnel and financial capability to perform the Design Services and the Work in accordance with the terms of the Contract;

(4) Prior to the execution of this Agreement, Design/Builder has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and Design/Builder has observed and determined the conditions under which the Work will be performed, and Design/Builder accepts the conditions of the Work site and has taken those conditions into account in entering into the Contract;

(5) The Design/Builder will prepare all documents and things required by the Contract including, but not limited to, all contract plans and specifications, in such manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable laws, codes and regulations.

(6) Design/Builder assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors, engineers, subconsultants or others employed or retained by Design/Builder in connection with the Project.

ARTICLE 3

DESIGN SERVICES

(A) Generally: Design/Builder shall perform all Design Services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives stated in the Owner's Criteria and the Contract, including all Design Services necessary for the Project to be permitted, properly constructed by Design/Builder and used, operated and maintained by Owner in accordance with all applicable guidelines, requirements and standards. "Design Services" means any and all architectural, engineering and design services required to be performed by Design/Builder pursuant to the Contract and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services. The Design Services shall be performed within the time provided by the Design Schedule for the performance of Design/Builder's Design Services as provided in Paragraph 3(H) of this Agreement.

(1) The Design Services required of Design/Builder under this Contract do not include, unless otherwise amended to the contrary:

- (a) Flood Plain Study and Delineation;
- (b) Wetlands Study and Delineation;
- (c) Offsite Utility System Design;
- (d) Domestic and Fire Water Wells, Towers or Pressure Booster Systems Design;
- (e) Civil Engineering Services, Studies, Drawings/Specifications required for off-site Road Developments/Improvements required for DeKalb County Public Works or Georgia Department of Transportation;
- (f) Interior Design Services other than color selections.

(2) The Design Services required of Design/Builder under this Contract do include, without limitation, building evacuation plans, site evacuation plans, demolition plans (if demolition is applicable), and any and all other services necessary to provide permissible drawings and specifications.

(B) Owner's Review Of Design Services: Subject to Paragraph 13(G) of this Agreement, Design/Builder shall submit all documents produced as part of the Design Services to Owner's Representative for review and approval in accordance with the terms of the Contract. However, any such review or approval by Owner or Owner's Representative shall not relieve Design/Builder of or otherwise diminish its obligations under the Contract. Owner may direct Design/Builder to make changes to any such documents in order to conform such documents to Owner's objectives. Any such changes by Design/Builder ordered by Owner shall not relieve Design/Builder of its obligations hereunder unless, and only to the extent that, Design/Builder notifies Owner in writing within seven (7) days of receipt

of Owner's directive to make such changes of any adverse impact on schedules, budgets, operational costs, operational performance, satisfaction of regulatory requirements, or other adverse impact that may result from such changes. Failure of Design/Builder to submit its notice within said seven (7) day period shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, the Contract Time, or any combination thereof.

(C) Preparation Of Site Information: Design/Builder shall prepare, as necessary, surveys and topographic information including aerial photographs needed to establish line and grade of sewers, location of property lines and easements. Sewer easements, both construction and permanent, shall be referenced to property lines by field surveys, and plans shall include the location of any improvement as it relates to property lines.

(D) Testing Consultant: The Owner, at its cost, shall retain one or more testing consultants (the "Testing Consultant") to provide, subject to the Owner's Representative's approval of the scope of services to be provided, design phase subsurface investigations, construction phase materials testing, and any special inspections required of Owner by Section 1704 Special Inspections of the Georgia State Minimum Standard Building Code (International Building Code 2000, as amended in Georgia). The services referred to in the immediately preceding sentence may be referred to herein as the "Testing Services." The Testing Consultant shall be chosen by the Owner in its sole and absolute discretion, subject only to applicable law. The Design/Builder hereby agrees with Owner that Design/Builder shall be and is responsible for, not later than the time set forth in the immediately succeeding sentence, submitting to the Owner's Representative specifications for the recommended scope of the Testing Services to be provided by the Testing Consultant. The Design/Builder shall submit to the Owner's Representative such proposed specifications for the recommended scope of Testing Services to be provided by the Testing Consultant sufficiently in advance of the Design/Builder's first need for any Testing Services, allowing ample time for the Owner's Representative to review and for revision if required by the Owner's Representative, and in any event, not later than the earlier to occur of: (i) three weeks after the effective date of this Agreement, or (ii) not less than six (6) weeks in advance of the Design/Builder's first need for any Testing Services. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner's Representative shall review and approve, where appropriate, such recommended scope of Testing Services, or any portion thereof. The Design/Builder hereby agrees to coordinate and cooperate with the Testing Consultant in its providing of such Testing Services as may be approved by the Owner's Representative. Without limiting the generality of the foregoing, the Design/Builder specifically agrees to coordinate with the Testing Consultant so as not to delay performance of the Design Services or the Work. Design/Builder's specifications for such Testing Services shall include, without limitation, all design phase subsurface investigations (sometimes commonly referred to as geotechnical services) and all construction phase materials testing required by any applicable law, rule, regulation, code, ordinance, standards, the Owner's contract with the Testing Consultant, this Contract, or otherwise required by prudent design or construction practice in order to evaluate all pertinent subsurface, or geotechnical, considerations and all pertinent construction materials considerations relating to the design and construction of the Project, and shall include a separate statement of any special inspections required of Owner by Section 1704 Special Inspections of the Georgia State Minimum Standard Building Code (International Building Code 2000, as amended in Georgia). Such services may include, without limitation, subsurface investigations, soil and rock boring and other exploration procedures, sampling, destructive testing, field and laboratory testing or other inspection and testing services, and preparing and submitting boring logs and reports or other logs and reports, during pre-construction and construction. The Design/Builder shall carefully review the Owner's contract with the Testing Consultant. Notwithstanding any approval by the Owner's Representative of the Design/Builder's recommended scope of Testing Services, or any part thereof, in the event that any required Testing Services are beyond the scope of the Owner's contract with the Testing Consultant, or would entail additional cost thereunder, Design/Builder shall consult with Owner's Representative and obtain written direction before the Testing Consultant proceeds to provide such Testing Services. In the event that Design/Builder learns of any errors, omissions, inconsistencies, or other defects in the Testing Services provided by the Testing Consultant, the Design/Builder shall notify the Testing Consultant and the Owner immediately upon learning of same. Design/Builder shall be responsible for designing and constructing the Project in accordance with the analyses and recommendations of the Testing Consultant. The cost of permits and other authorizations, if any, required to perform the Testing Services hereunder shall be paid for by the Design/Builder. For the avoidance of doubt, nothing herein shall be deemed or construed to: (i) require the Owner to pay for any testing services other than Testing Services approved in advance in writing by the Owner's Representative; or (ii) relieve the Design/Builder of any obligation to provide and pay for any required testing services in addition to the Testing Services so approved by Owner's Representative.

(E) Quality Of Design Services: Design/Builder shall be responsible for the professional quality, completeness, accuracy, and coordination of Design Documents. Design/Builder shall provide Design Services that will result in an operationally cost-efficient and economical facility that meets all environmental and regulatory requirements as of the date hereof, and uses the most appropriate available technology. Design/Builder shall provide for all testing and inspections required by sound professional architectural and engineering practices and by governmental authorities having jurisdiction over the Project; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement.

(F) Compliance With Laws And Regulatory Requirements: In providing Design Services and Work, Design/Builder shall comply with the lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. Design/Builder shall design the Project to meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes. Without limiting the generality of the foregoing, the Design/Builder shall comply with all applicable policies, guidelines, standards, rules, regulations, criteria and other lawful requirements of the Georgia Department of Education.

(G) Duty To Correct Errors: Design/Builder shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design Services, Design Documents, and Work.

(H) Schedule Of Design Services: Within seven (7) days of the effective date of this Agreement, Design/Builder shall submit for Owner's Representative's approval the Design Schedule for the performance of Design/Builder's Design Services which shall include allowance for reasonable time required for Owner's Representative's review of submissions and for approvals of authorities having jurisdiction over the Project. The Design Schedule shall be presented in whatever format, with such detail, and backed up with whatever supporting information the Owner requests. At a minimum, the Design Schedule shall include the design milestones set forth in this Agreement and shall include itemized tasks, separated by project phase if applicable, substantially as set forth in Exhibit "E" attached hereto and incorporated herein by reference, and shall include for each task: duration, start date, finish date, percentage completion, and a bar chart calendar. Critical tasks and interrelation of tasks shall be shown. The Design Schedule, when approved by Owner's Representative, shall not, except for good cause, be exceeded by Design/Builder. Not less frequently than monthly (unless the parties otherwise agree in writing) Design/Builder shall update the Design Schedule to show actual progress and provide a copy to the Owner. Should Design/Builder at any time during the course of performing the Contract, have any reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify Owner's Representative in writing. In such notice, Design/Builder shall state the reason for the delay including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. Failure of Design/Builder to submit such notice shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, the Contract Time, or any combination thereof. All extensions of time shall be governed by Articles 16 and 17 of this Agreement. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner's Representative shall review and approve, where appropriate, the Design Schedule, or any portion thereof. Strict compliance with the requirements of this Paragraph 3 (H) shall be a condition precedent to payment to the Design/Builder, and failure by the Design/Builder to strictly comply with said requirements shall constitute a material breach of this Agreement.

ARTICLE 4

PRELIMINARY CONSULTATION AND PROJECT ANALYSIS

(A) Determining The Project Objectives: Prior to the preparation of the Preliminary Design as required by Article 5 below, Design/Builder shall first consult in detail with Owner, and shall carefully analyze any information furnished by Owner concerning requirements of the Project, which may include, but is not limited to, the Owner's policies, purposes, concepts, objectives, desires, and any design, construction, scheduling, budgetary or operational Project needs, restrictions, requirements, limitations, and objectives, as well as the Owner's Criteria. As used in this Agreement, the term "Owner's Criteria," means the following documents and things provided by the Owner:

- (1) DCSD Design Guidelines for Construction issued April 4, 2018 (51 pages).;
- (2) Owner's Preliminary Program Narrative;
- (3) Site Layout;
- (4) Division 1 – General Requirements;
- (5) the following additional documents and things (if any):

- (6) specifically including, without limitation, any requirements contained in or reasonably inferable from any one or more of the foregoing documents and things.

In addition to, and not in limitation of, any other requirements of the Contract, the Design/Builder specifically acknowledges and agrees that the quality of the Project, the Design Services and the Work, in all respects including without limitation finishes, shall be not less than that of _____ located at _____.

(B) Report On Project Requirements And Objectives: Based on its study and analysis, and no later than ____ (__) days after the effective date of this Agreement, Design/Builder shall prepare and submit to Owner a written report detailing Design/Builder's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems or recommendations which may result from said requirements. The written report of Design/Builder shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. Design/Builder shall review such report with Owner and shall implement such changes as Owner may require as provided in Paragraph 3(B) of this Agreement.

ARTICLE 5

PRELIMINARY DESIGN

(A) Time For Preliminary Design: After reviewing with Owner the written report required by Paragraph 4(B) above, agreeing upon any proposed solutions to identified problems resulting from the requirements of the Project, and in any event not later than _____ (__) days after the effective date of this Agreement, the Design/Builder shall prepare and submit to Owner's Representative a Preliminary Design for the Project.

(B) Contents Of Preliminary Design: The Preliminary Design shall address all requirements of the Project and shall include, without limitation, the following:

- (1) Preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character of each building structure;
- (2) Preliminary drawings which illustrate each exterior view of the Project;
- (3) Preliminary drawings which illustrate a floor plan for each room, office, and functional area of the Project and the dimensions thereof;
- (4) Written preliminary specifications, together with preliminary drawings, if and as necessary or useful to the Owner, of the architectural, electrical, mechanical, structural and, if relevant, other systems to be incorporated into the Project;

(5) A written description of the materials and equipment to be incorporated into the Project and the location of same;

(6) Any other documents or things required or appropriate to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Owner's Criteria and the Contract.

(C) To Be Reviewed With Owner: Design/Builder shall review with Owner the Preliminary Design and shall incorporate any changes ordered by Owner with respect to said Preliminary Design or with respect to the requirements of the Project.

(D) Authorization To Proceed With Detailed Design: After satisfactory review, subject to the provisions of Paragraph 13(G) of this Agreement, of the Preliminary Design and incorporation of any changes or alterations authorized or directed by the Owner with respect to the Preliminary Design or with respect to Owner's Criteria, as and if modified, Owner's Representative shall authorize Design/Builder in writing to commence preparing the Detailed Design, or such part thereof as directed by Owner.

ARTICLE 6

DETAILED DESIGN

(A) Time For Preparation: Not later than _____ (___) days after Owner's Representative has authorized Design/Builder to commence with the Detailed Design as provided in Paragraph 5(D) above, Design/Builder shall prepare and submit to Owner's Representative the complete Detailed Design. Where appropriate, stages of design may be approached in phases, subject to approval of the Owner.

(B) The Detailed Design: The Detailed Design shall include all Design Documents which shall describe with specificity all systems, elements, details, components, materials, equipment, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally and legally usable for their intended purpose. The Detailed Design shall be accurate, coordinated and in all respects adequate for construction and shall be in strict conformity, and strictly comply, with all applicable law, codes and regulations, and with all standards, criteria (including the Owner's requirements for the Project), and memoranda of policy furnished by the Owner. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the Owner. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner's Representative shall review and approve, where appropriate, the Design Documents, or any portion thereof.

(C) Design Documents: "Design Documents" means all the design documents provided by or on behalf of Design/Builder and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design/Builder. The specifications shall include, without limitation, the Division 1-General Requirements provided by the Owner, and the specifications shall be in such word processing format as required by the Owner.

(D) Signature and Seal: All plans and specifications shall bear the signature and seal of an architect, duly licensed and registered in the State of Georgia. Such architect must: (i) be a Qualifying Officer of the Design/Builder, or (ii) be one of the joint venture partners forming the Design/Builder if the Design/Builder is a joint venture, or (iii) be a Qualifying Officer of one of the joint venture partners forming the Design/Builder if the Design/Builder is a joint venture, or (iv) be a Subcontractor or a Qualifying Officer of a Subcontractor. As used in the immediately preceding sentence, the term "Qualifying Officer" means a director, in the case of a corporation, or a partner in the case of a partnership, or a member, in the case of a limited liability company, or an employee with an ownership interest who has been designated in writing as holding a position of authority within the entity which authorizes him or her to direct

the architectural services offered by that entity. Civil, survey, structural, electrical, and mechanical plans and specifications shall bear the signature and seal of the respective engineer, duly licensed and registered in the State of Georgia. Two complete sets of all plans and specifications, properly signed and sealed, shall be furnished to the Owner.

(E) Calculation and Verification: The Design/Builder is responsible for the calculating in detail of all structural, mechanical and electrical work including, but not limited to, the furnishing to the Owner of life-cycle-costing and energy consumption analyses for the purpose of ascertaining and verifying (i) adequacy and correctness of equipment specified or shown on the plans and (ii) that the plans and specifications do not violate sound and accepted engineering principles; and

(1) to confirm that there has been ample provision in the entire structural system for expansion and contraction, including but not limited to, building frames, the roof system, gravel stops, gutters, roof expansion joints, metal flashing and metal counterflashing, roof decks, and masonry walls; and

(2) to confirm that there has been ample provision in the mechanical work for expansion and contraction.

(F) Free From Leaks: The Design/Builder shall design all buildings in such manner that, if such buildings are constructed in accordance with the Contract, such buildings will be free from leaks.

(G) No Calculated Risks: The Design/Builder agrees that budgetary limitations are not a justification for breach of sound principles of architectural and engineering design. The Design/Builder shall take no calculated risks in the design of the Work. The Design/Builder agrees to design and construct the Project for the Contract Price without disregarding sound principles of design.

(H) Compliance with Laws; Approvals. The Design/Builder agrees to comply with all applicable federal, state and local laws, codes and ordinances in the design of the Project specifically including, but not limited to, all applicable Georgia Department of Education rules and guidelines. The Design/Builder shall make required submittals in a timely manner to GaDOE's Facility Services Unit, and shall respond to GaDOE's Facility Services Unit review report comments in a timely fashion so as to ensure that the review process may proceed orderly, efficiently and does not impede the Project or the Work.

ARTICLE 7

CONSTRUCTION SERVICES

(A) General Intent: Design/Builder shall perform all Work necessary to construct the Project in accordance with the Contract and to render the Project and all its components operational and functionally and legally usable for their intended purpose.

(B) Work Defined: The term "Work" shall mean whatever is done by or required of Design/Builder to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following:

(1) Construction of the whole and all parts of the Project in full and strict conformity with the Contract;

(2) The provision and furnishing, and prompt payment therefor, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;

(3) The procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;

- (4) The creation, and submission to Owner upon Final Completion, of detailed and comprehensive as-built drawings in such format as Owner may require depicting all as-built construction;
- (5) The furnishing of any required surety bonds and insurance as required by the Contract or by law;
- (6) The furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design/Builder; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement;
- (7) The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 9 below.

ARTICLE 8

TIME FOR CONSTRUCTION: THE CONTRACT TIME

(A) Notice Of Commencement: After Owner has approved the Design Documents, or any phase thereof pursuant to Paragraph 6(A) of this Agreement, for the Detailed Design, Owner's Representative shall issue a notice to commence the Work directing Design/Builder to proceed with the Work, or any phase thereof pursuant to Paragraph 6(A) of this Agreement, on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least ten (10) days prior to the respective Commencement Date.

(B) Time For Completion: Design/Builder shall commence the Work, or any phase thereof pursuant to Paragraph 6(A) of this Agreement, on the respective Commencement Date, and the Work shall be carried out regularly and without interruption, and shall vigorously prosecuted to completion. Design/Builder shall substantially complete all of the Work (the "Scheduled Completion Date") not later than _____ (_____) calendar days from the effective date of this Agreement. The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". Design/Builder shall achieve Final Completion of the Work no later than thirty (30) calendar days after achieving Substantial Completion.

(C) Liquidated Damages For Delay In Substantial Completion: Design/Builder shall pay Owner for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the Scheduled Completion Date the sum indicated in Exhibit "B" attached hereto and by reference made a part hereof. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Substantial Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Substantial Completion. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

(D) Liquidated Damages For Delay In Final Completion: If Design/Builder fails to achieve Final Completion within thirty (30) days of the date of Substantial Completion, Design/Builder shall pay Owner one-tenth (1/10) of the sum indicated in Exhibit "B" per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Final Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance

hereunder for matters other than delays in Final Completion. When Owner reasonably believes that Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Final Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

(E) Time Is Of The Essence: All limitations of time set forth herein are material and time is of the essence of the Contract.

ARTICLE 9

ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN/BUILDER

(A) Design/Builder To Perform All Work Required By The Contract: The intent of the Contract is to require complete, correct and timely execution of the Design Services and the Work. Any and all Design Services and Work that may be required, reasonably implied or reasonably inferred by the Contract, or any part of it, as necessary to produce the intended result shall be provided by Design/Builder in accordance with Article 10 of this Agreement and without increase to the Contract Price.

(B) Strict Compliance With The Contract Documents: All Work performed by Design/Builder shall be in strict compliance with the Contract. "Substantial compliance" is not strict compliance. Any Work not in strict compliance with the Contract is defective.

(C) Supervision Of The Work: The Work shall be strictly supervised and directed using Design/Builder's best and highest skill and effort, Design/Builder bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of Design/Builder.

(D) Warranty Of Workmanship And Materials: Design/Builder warrants and guarantees to Owner that all labor furnished under the Contract will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only first-class results in strict compliance with the Contract, that materials and equipment furnished will be of high quality and new, and that the completed Work will be complete, of high quality, free from faults and defects and in strict conformance with the Contract. Any and all Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Design/Builder's warranty.

(E) Special Guarantees and Warranties and Commencement Of Guarantee And Warranty Periods: The Design/Builder shall provide any and all specific or special warranties or guarantees of materials, equipment, items, systems and other things as required elsewhere in this Contract. Special or specific guarantees and warranties which are required by the Contract to run for a fixed period of time shall commence running on the date of Substantial Completion of all the Work.

(F) Design/Builder's Schedule Of Construction: Design/Builder, within fifteen (15) days after the Commencement Date, (for the avoidance of doubt, if the Detailed Design is approved in phases pursuant to Paragraph 6(A) of this Agreement, then "Commencement Date" as used in this sentence shall mean the one earliest date that is a Commencement Date for any such phase of Work) shall submit to Owner's Representative, for its information, and comply with, Design/Builder's Schedule of Construction for completing the Work by the Scheduled Completion Date. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to Owner. The Schedule of Construction shall be revised at least monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to Owner's Representative. In addition to, and not in limitation of, any other requirements of the Contract, the Design/Builder shall comply with the requirements of Exhibit "F," Minimum Requirements for Design/Builder's Schedule of Construction, attached hereto and incorporated herein by reference. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Design/Builder, and failure to strictly comply with said requirements shall constitute a material breach of the Contract.

(G) Record Copy Of Contract Documents: Design/Builder shall continuously maintain at the site, for the benefit of Owner, an updated copy of the Contract Documents, including one record copy of the Plans and Specifications marked to record on a current basis changes, selections and modifications made during construction. Additionally, Design/Builder shall maintain at the site, for the benefit of Owner, a copy of all shop drawings, product data, samples, and other submittals. All of these items shall be available to the Owner at all regular business hours and shall be the property of Owner.

(H) Review And Approval Of Submittals: Design/Builder shall review, study, and approve, or take other necessary action upon all shop drawings, product data, samples, and other submittals to ensure that the Project will be constructed in a timely fashion in strict compliance with the Contract.

(I) Owner's Option To Review Submittals: Owner shall, in its discretion, have the right to review and approve submittals by the Owner's Representative, and if Owner so elects, Design/Builder shall not perform any portion of the Work as to which Owner has required submittal and review until such submittal has been approved by Owner's Representative. All Work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. Approval of submittals by Owner or Owner's Representative, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract nor shall such approvals relieve Design/Builder of any of its responsibilities or warranties under the Contract. If Owner elects to review submittals, Owner shall have no duty to review partial or incomplete submittals and Design/Builder shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Design/Builder shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to Owner's Representative. Shop drawings and other submittals from Design/Builder are not Contract Documents and do not constitute a part of the Contract. Their purpose is to demonstrate the way by which Design/Builder 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.

(J) Procurement And Review Of Warranties: Design/Builder shall procure from all Subcontractors and Suppliers and shall transmit to Owner, all warranties required by the Contract. Design/Builder shall review all such warranties and shall certify to Owner that the warranties are in strict compliance with the requirements of the Contract.

(K) Procurement Of Operations And Maintenance Documentation: Design/Builder shall prepare or procure and shall transmit to Owner all documentation required by the Contract regarding the operation and recommended maintenance programs relating to the various elements of the Work.

(L) As-Built Drawings: Upon Final Completion of the Work, or upon Owner's request, all of the documents described in Paragraph 9(G) shall be finally updated and delivered to the Owner and shall be the property of the Owner. Such as-built drawings shall be complete and, except as specifically noted, shall reflect performance of the Work in strict compliance with the requirements of the Contract.

(M) Compliance With Labor Laws: Design/Builder shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

(N) Testing, Inspections, And Approvals: Design/Builder shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project, and shall assume the cost of such tests and testing; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement. Design/Builder shall submit certified results of such tests to Owner's Representative. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be specifically inspected, tested, or approved, Design/Builder shall assume full responsibility therefor, pay all costs in connection therewith and furnish to Owner's Representative the required certificates of inspection, testing or approval; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement.

(O) Owner's Regulations And Applicable Laws: Design/Builder shall, during the course of the Design Services and Work, comply with any regulations or guidelines prescribed by Owner. Design/Builder warrants that it will

comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Design/Builder in connection with the Work to be performed under the Contract.

(P) Compliance With Construction Regulations: Design/Builder shall perform the Design Services and Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Design/Builder, and Design/Builder shall indemnify and hold Owner harmless from all loss, damages, and expense, including attorney's fees, resulting from any such violation or alleged violation.

(Q) Permits, Licenses And Notices: All construction and building permits, licenses, fees and authorizations necessary for the design or construction of the Project shall be secured and paid for by Design/Builder. Design/Builder shall notify Owner's Representative when it has received said permits, licenses and authorizations and upon receipt shall supply Owner with copies of same. The originals of said permits, licenses and authorizations shall be delivered to Owner upon completion of the Work, and receipt of such documents by Owner shall be a condition precedent to final payment. Design/Builder shall also give and maintain any and all notices required by applicable laws pertaining to the design or construction of the Work.

(R) Conditions To Site Access: While on Owner's property, all Design/Builder's employees and Subcontractors shall confine themselves to areas designated by Owner's Representative and will be subject to Owner's badge and pass requirements, if any, in effect at the site of the Work.

(S) Site Safety And Security: Design/Builder shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Design/Builder shall at all times safeguard Owner's property and employees from injury or loss in connection with the performance of the Contract. Design/Builder shall at all times safeguard and protect its own partially or completely finished Work and that of the adjacent property and all adjacent work from damage. Design/Builder shall protect Owner's equipment, apparatus, machinery, and other property and all adjacent work with boarding and other safeguards so as to keep the premises free from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Work.

(T) Repair Of Collateral Damages: Unless otherwise instructed by Owner, Design/Builder shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Design/Builder's performance of the Work, all without additional cost to Owner.

(U) Cleaning The Site: Design/Builder shall keep the site reasonably clean during performance of the Work. Upon Final Completion of the Work, Design/Builder shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Design/Builder's property therefrom.

(V) Owner's Access To Work: At all times relevant to the Contract, Design/Builder shall provide access to the Work to Owner and its designees without formality or other procedure.

(W) Decisions Regarding Aesthetic Effect: Owner's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Contract.

(X) Design/Builder To Remain An Independent Contractor: In the performance of the Contract, Design/Builder's status as an independent contractor shall not be modified or diminished by reason of any instructions issued by Owner or Owner's Representative to Design/Builder or any of Design/Builder's employees, Subcontractors, or representatives.

(Y) Design/Builder Representations and Warranties: Design/Builder hereby represents and warrants to Owner, as follows:

- (1) During all periods necessary for the performance of the Work, Design/Builder and its Subcontractors and consultants shall maintain all required authority, license status, professional ability, skills and capacity to perform the Work.
- (2) Prior to the execution hereof, Design/Builder has evaluated the constraints affecting design and construction of the Project and has reasonable grounds for believing and does believe that the Project can be designed and built within such constraints.
- (3) All Work furnished by Design/Builder will be performed by or under the supervision of persons who hold all necessary, valid licenses to practice in the State of Georgia, by personnel who are skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the Contract Documents and who shall assume professional responsibility for the accuracy and completeness of the Design Documents.
- (4) As of the date hereof, Design/Builder has disclosed to Owner in writing all organizational conflicts of interest of Design/Builder and/or its proposed Subcontractors or consultants.
- (5) As of the date hereof, neither Design/Builder nor any of its principal executive officers are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by and federal agency or by any department, agency or political subdivision of the State of Georgia.

ARTICLE 10

CONTRACT PRICE

(A) Contract Price: Owner shall pay, and Design/Builder shall accept, as full and complete payment for the Design Services, the performance of all the Work required by the Contract, and the performance of all requirements of this Agreement, the fixed price of _____ Dollars (\$_____). The price set forth in the preceding sentence is referred to herein as the "Contract Price". The Contract Price shall not be modified unless all conditions precedent to a change in the Contract Price have been satisfied, including the execution of a Change Order in accordance with the requirements of this Agreement.

ARTICLE 11

PAYMENT OF THE CONTRACT PRICE

(A) Payment Procedure: Owner shall pay the Contract Price to Design/Builder in accordance with the procedures set forth in this Article 11.

(B) Allocation Of Contract Price: The Contract Price shall be allocated between the Design Services and the Work as follows: _____ percent (____%) of the Contract Price shall be allocated to the Design Services, and _____ percent (____%) of the Contract Price shall be allocated to the Work. That portion of the Contract Price allocated to the Design Services may be referred to herein below as the "Design Services Allocation."

(C) Payment For Design Services: The amount of the Contract Price allocated to the Design Services shall be paid based upon Design/Builder's achievement of each of the design milestones described below. Upon achievement of each of the design milestones described below, Design/Builder shall submit a Pay Request. Design pay requests shall be in such form and manner, and with such supporting data and content as Owner may require. In its Pay Request for Design Services, Design/Builder may request payment for _____ percent (____%) of the value allocated for such Design Services as provided in the following table:

<u>Design Milestone</u>	<u>Value Allocated, Expressed As A Percentage of the Design Services Allocation</u>
Preliminary Consultation, Project Analysis, and Report	_____ %
Preliminary Submittal to Department of Education	_____ %
Preliminary Design Submittal to Department of Education	_____ %
Department of Education Check Set	_____ %
Detailed Design	_____ %
Permit issuance	_____ %
Duties, Obligations and Responsibilities during Construction	_____ %
Total	100% of Design Services Allocation

Owner shall pay such pay request as provided in this Article 11.

(D) Payment For Construction Services - Schedule Of Values: Within ten (10) calendar days after the first commencement of construction, Design/Builder shall prepare and present to Owner's Representative a Schedule of Values allocating among the different elements of the Work that portion of the Contract Price assigned to the Work for purposes of periodic and final payment. Design/Builder's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as Owner may, at its option, require. Design/Builder shall not front-end load its Schedule of Values, shall not imbalance its Schedule of Values nor assign a value to any element which exceeds its true value. The allocated value of each item in the Schedule of Values shall only include its total cost and proportionate share of any general overhead and profit. Any violation by Design/Builder of the requirements of this Paragraph shall constitute a material breach of the Contract. The Schedule of Values shall be used only as a basis for Design/Builder's pay requests and shall only be so used after it has been acknowledged in writing by Owner's Representative.

(E) Time For Construction Pay Requests: On or before the 5th day of each month after commencement of the Work, but no more frequently than monthly, Design/Builder shall submit a pay request for the Work performed through the last day of the previous month.

(F) Progress Payments For Construction Services: Based upon Design/Builder's pay requests submitted to Owner's Representative, Owner shall make progress payments to Design/Builder on account of the Contract Price less such amounts, if any, owing by Design/Builder to Owner or which Owner shall have the right to withhold as authorized by this Agreement.

(G) Contents And Amounts Of Pay Requests; Retainage: Construction pay requests shall be in such form and manner, and with such supporting data and content as Owner may require. In its construction pay request, Design/Builder may request payment for (1) ninety percent (90%) of that portion of the Contract Price properly allocated to that portion of the Work properly performed through the applicable date in the pay request; plus (2) ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment necessary for the

Work and properly stored at the Project site (or elsewhere if approved in advance in writing by Owner); less (3) the total amount of previous payments received from Owner for the Work. Payment on account of stored materials or equipment shall be conditioned upon Design/Builder's proof, satisfactory to Owner, that Owner has title to such materials or equipment and that they are fully insured against loss or damage and that all required insurance regarding such materials or equipment is in full force and effect. Moreover, any sums requested for stored materials or equipment shall be at actual cost and shall not include markup by Subcontractor or Design/Builder. As used in the preceding sentence, actual cost means costs charged by the manufacturer or the distributor for the manufacturer. Pay requests for stored materials or equipment shall include copies of invoices from the manufacturer or the distributor. When fifty percent (50%) of the Contract Price, as it may be adjusted, is due and the manner of completion of the Design Services and the Work and its progress are reasonably satisfactory to the Owner's Representative, the Owner shall discontinue the retainage. At the discretion of the Owner and with the approval of the Design/Builder, the retainage of each Subcontractor may be released separately, as the Subcontractor completes its work. If, after discontinuing the retention, the Owner's Representative determines that the Design Services or the Work or both is unsatisfactory or has fallen behind schedule, retention shall be resumed at the previous level. If retention is resumed by the Owner, the Design/Builder and Subcontractors shall be entitled to resume withholding retainage accordingly.

(H) Design/Builder's Representations Regarding Pay Requests: Each pay request shall be signed by Design/Builder and shall constitute Design/Builder's representation that the Design Services and the Work have progressed to the level for which payment is requested in accordance with the milestones or the Schedule of Values, that the Design Services and the Work have been properly and timely installed or performed in strict accordance with this Agreement, that all obligations of the Design/Builder covered by prior pay requests have been paid in full, and that the amount requested is currently due and owing, and that Design/Builder knows of no reason why payment should not be made as requested. Each construction pay request shall be accompanied by 8" x 10" photographs of good quality depicting the then-current status of the Project. The submission by Design/Builder of a pay request constitutes an affirmative representation and warranty that upon receipt from the Owner of the amount requested, all obligations of the Design/Builder to others, including without limitation Subcontractors and Suppliers, incurred in connection with the Project, will be paid in full, and that all Work for which payments have been received from Owner is free and clear of liens, claims, security interests or other encumbrances in favor of Design/Builder or any other person or entity whatsoever. In the event that Owner becomes credibly informed that any representation or warranty of Design/Builder as set forth in this Paragraph is wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Design/Builder until the inaccuracy, and the cause thereof, are corrected to Owner's reasonable satisfaction.

(I) Owner's Review Of Pay Requests: Owner shall have the right, but not the obligation, to review all pay requests and the Design Services and the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work and the Design Services is as represented in the pay request and as required by the Contract.

(J) Conditions Precedent To Payment: In addition to all other conditions precedent contained herein, it shall be a condition precedent to payment of any pay request that Design/Builder have submitted updated schedules for the performance of its Work and Design Services as required by this Agreement and that Design/Builder shall, if required by the Owner, have furnished to Owner properly executed waivers of claims and lien, in the form attached hereto as Exhibit "G" or in such other form and manner required by Owner from time to time, from Design/Builder and from all Subcontractors, materialmen, Suppliers or others having claim or lien rights, wherein they shall acknowledge receipt of all sums due pursuant to all prior pay requests and waive and relinquish any liens or lien rights or other claims relating thereto.

(K) Amount Of Progress Payments: Owner shall pay the amount of each pay request properly due under this Agreement less such amounts, if any, owing by Design/Builder to Owner or which Owner shall have the right to withhold as authorized by this Agreement.

(L) Time For Payment: Subject to Owner's right of review and objection, Owner, after approval of the Georgia Department of Education if required, shall make payment on account of the Contract Price of all sums properly requested under the provisions of this Article 11 within thirty (30) days following the Owner's receipt of such pay requests from Design/Builder.

(M) Title Passes Upon Payment: Design/Builder warrants and represents that upon payment of any pay request submitted by Design/Builder, title to all Work covered by the pay request shall immediately pass to Owner.

(N) Design/Builder's Use Of Progress Payments: Upon receipt of any payment from Owner, Design/Builder shall immediately pay all Subcontractors, materialmen, laborers, and Suppliers such amounts as they are entitled for the Work covered by such payment.

(O) Use Of Joint Checks: If Owner becomes informed that Design/Builder has not paid a Subcontractor, materialman, laborer, or Supplier as provided herein, Owner shall have the right, but not the obligation, to issue checks and payment then or thereafter otherwise due to Design/Builder naming Design/Builder and any such Subcontractor, materialman, laborer, or Supplier as joint payees. Such joint check procedure, if employed by Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit Owner to repeat the procedure in the future nor to create any contractual or other relationship of any kind between Owner and such person or entity.

(P) Payment Not A Waiver Or Acceptance: No payment to Design/Builder, nor any use or occupancy of the Project by Owner, shall be interpreted or construed to constitute acceptance of any Work not in strict compliance with the Contract, and Design/Builder expressly accepts the risk that defective Work may not be detected (1) during any inspection by Owner, (2) prior to making of any payment to Design/Builder, or (3) before or during Owner's occupancy of the Project.

(Q) Withholding Of Payment: Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to Design/Builder in an amount then believed by Owner to be adequate to cover the penalties, damages, and potential losses resulting or likely to result from:

- (1) The quality of a portion, or all, of Design/Builder's Design Services or Work not being in accordance with the requirements of this Contract;
- (2) The quantity of Design/Builder's Design Services or Work not being as represented in Design/Builder's pay request, or otherwise;
- (3) Design/Builder's rate of progress being such that, in Owner's opinion, Substantial Completion, Final Completion, or both, may be inexcusably delayed;
- (4) Design/Builder's failure to use Contract funds, previously paid Design/Builder by Owner, to pay Design/Builder's Project-related obligations including, but not limited to, Subcontractors, laborers and material and equipment Suppliers;
- (5) Evidence that the balance of the Design Services and Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (6) Claims made, or likely to be made, against Owner or its property;
- (7) Loss caused by Design/Builder;
- (8) Design/Builder's failure or refusal to perform any of its obligations to Owner.

In the event that Owner makes written demand upon Design/Builder for amounts previously paid by Owner as contemplated in this Paragraph 11(Q), Design/Builder shall promptly comply with such demand.

(R) Unexcused Failure To Pay: If within thirty (30) days from the date payment to the Design/Builder is due, the Owner, without cause or basis hereunder, fails to pay Design/Builder any amounts then due and payable to Design/Builder, then Design/Builder may suspend its Design Services or, as applicable, the Work until receipt of proper payment after first giving ten (10) days' written notice to Owner of its intent. Any payment due hereunder which is not made within thirty (30) days after the date due shall bear interest at the rate of one percent (1%) per annum, simple interest.

(S) Simultaneous Pay Requests: For the avoidance of doubt, in the event that Owner authorizes staging of the Design Services in phases pursuant to Paragraph 6(A) of this Agreement, nothing herein shall be deemed or construed to prohibit Design/Builder from submitting appropriate pay requests for both design and construction simultaneously.

(T) Waiver of Prompt Payment Act: Design/Builder hereby expressly agrees, pursuant to O.C.G.A. § 13-11-7(b), that the payment provisions within the Contract Documents shall supersede the rates of interest, payment periods, payment terms, contract and subcontract terms, and attorneys' fees provisions provided for by the Georgia Prompt Payment Act, O.C.G.A. § 13-11-1 *et seq.*, and that the rates of interest, payment periods, payment terms, contract and subcontract terms, and attorneys' fees provisions provided for under the Prompt Payment Act shall have no application to the Work to be performed hereunder.

ARTICLE 12

SUBSTANTIAL AND FINAL COMPLETION

(A) Substantial Completion: "Substantial Completion" means that stage in the progression of the Work, as approved by Owner in writing, when the Project is sufficiently complete in strict compliance with the Contract Documents that Owner can enjoy beneficial use or occupancy of the entire Project and can utilize or operate it in all respects for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project required by any governmental or regulatory authority. Owner reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

(B) Determination Of Substantial Completion: When Design/Builder believes that the Work is substantially complete, Design/Builder shall notify Owner's Representative in writing and shall submit to Owner's Representative a list of items remaining to be completed or corrected. Owner's Representative will perform an inspection and if the Work is substantially complete in the opinion of Owner and reasonably satisfactory as determined by the Owner's Representative (provided, however, that such determination shall in no way diminish or reduce the Design/Builder's obligation to strictly comply with the requirements of the contract), Owner's Representative will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. If the Owner's Representative, through its inspection, fails to find that the Design/Builder's Work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Design/Builder shall bear the cost of such repeat inspection(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Design/Builder. Guarantees and equipment warranties required by this Contract shall commence on date of Substantial Completion.

(C) Payment Upon Substantial Completion: Subject to the conditions precedent set forth in the immediately succeeding sentence, upon Substantial Completion of the Work, Owner shall pay Design/Builder, within 30 days, an amount sufficient to increase total payments to the Design/Builder to one hundred percent (100%) of the Contract Price less any amounts attributable to liquidated damages, and less two hundred percent (200%) of the reasonable costs as determined by Owner's Representative for completing all incomplete Work and Design Services, correcting and bringing into strict conformance all defective and nonconforming Work and Design Services, and handling all outstanding or threatened claims. Prior to being entitled to receive the payment described in the immediately preceding sentence, and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form attached hereto as Exhibit "H" or in such other form and manner required by Owner from time to time, consent(s) of surety to release retainage. The reduced retainage shall be shared by the Design/Builder with its Subcontractors as their interests may appear.

(1) The Design/Builder shall, immediately upon the Design/Builder's receipt of retainage from the Owner, pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Design/Builder's retainage is reduced by the Owner; provided, however, that the value of each Subcontractor's work complete and in place equals fifty percent (50%) of its subcontract value, including

approved change orders and other additions to the subcontract value, provided, further, that the work of the Subcontractor is proceeding satisfactorily and the Subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete its work including any warranty work as the Design/Builder in its reasonable discretion may require, including, but not limited to, a payment and performance bond.

(2) The Design/Builder shall require that the Subcontractor shall, immediately upon the Subcontractor's receipt of retainage from the Design/Builder, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced by the Design/Builder; provided, however, that the value of each lower tier subcontractor's work complete and in place equals 50 percent of his or her subcontract value, including approved change orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

Owner shall not be obligated to make any payment to Design/Builder between the payment described in this Paragraph and the payment made upon the attainment of Final Completion.

(D) Final Completion: "Final Completion" means the completion of all Design Services and all Work required by, and in strict compliance with, the Contract, including startup, testing, obtaining regulatory approvals from all applicable authorities, and all preparations necessary to operate the Project, and Design/Builder's provision to Owner of all documents and things required to be provided by the Contract.

(E) Determination Of Final Completion: When Design/Builder believes that all of the Work is finally complete, and Design/Builder is ready for a final inspection, Design/Builder shall so notify Owner's Representative in writing. Owner's Representative will then make final inspection of the Work and, if the Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then Owner's Representative will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract. If the Owner's Representative is unable to issue its Certificate for Final Payment and is required to repeat its final inspection of the Project, the Design/Builder shall bear the cost of such repeat inspections(s), which costs may be deducted by the Owner from the Design/Builder's final payment.

(F) Payment After Final Completion: The Owner shall, subject to its rights set forth in Paragraph 11(Q) of this Agreement, make final payment of all sums due the Design/Builder within ten (10) days of the Owner's Certificate for Final Payment and the approval by the Georgia Department of Education, if such approval is required.

(G) Conditions Precedent To Final Payment: Prior to being entitled to receive final payment, and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form and manner required by Owner, if any, the following:

(1) An affidavit, in the form attached hereto as Exhibit "I" or in such other form and manner required by Owner from time to time, that all of Design/Builder's obligations to Subcontractors, laborers, equipment or material Suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

(2) If required by Owner, separate releases of claims and lien or claim and lien waivers, in the form attached hereto as Exhibit "J" or in such other form and manner required by Owner from time to time, from Design/Builder and from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might have a claim against Owner or Owner's property and an affidavit, in the form attached hereto as Exhibit "K" or in such other form and manner required by Owner from time to time, from Design/Builder that all such releases and waivers have been provided;

(3) In the form attached hereto as Exhibit "L" or in such other form and manner required by Owner from time to time, consent(s) of surety to final payment;

- (4) A complete set of the as-built drawings and the record set of Contract Documents;
- (5) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a Contractor, or expressly required herein, as a part of or prior to Project closeout.

(H) Acceptance Of Final Payment A Waiver: Acceptance by Design/Builder of final payment shall constitute a waiver and release of all claims against Owner by Design/Builder except for those claims previously made in writing against Owner by Design/Builder, pending at the time of final payment and specifically identified on Design/Builder's pay request for final payment as unsettled at the time it submits its pay request. The making of final payment shall not constitute a waiver or release of any claims Owner may have against Design/Builder.

ARTICLE 13

OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, Owner shall undertake to perform the following:

- (A) Provide Project Information:** Owner shall provide Design/Builder with information regarding Owner's requirements for the Project including any desired or required design or construction schedule.
- (B) Review Of Documents:** Owner's Representative shall review any documents submitted by Design/Builder requiring Owner's decision, and shall render any required decisions pertaining thereto.
- (C) Provide Notice Of Defects:** In the event Owner knows of any material fault or defect in the Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, and in the further event that the Design/Builder does not have notice of same, then Owner shall inform Design/Builder.
- (D) Access To The Site And The Work:** Owner shall provide Design/Builder access to the site and to the Work, and shall provide Design/Builder with such information, existing and reasonably available, necessary to Design/Builder's performance of the Contract as Design/Builder may request.
- (E) Cooperation To Secure Permits, Licenses, Approvals, And Authorizations:** Owner shall cooperate with Design/Builder in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.
- (F) Timely Performance:** Owner shall perform the duties set forth in this Article 13 in a timely manner.
- (G) Owner's Reviews, Inspections, Approvals, And Payments Not A Waiver:** The Design/Builder acknowledges and agrees that the Owner does not undertake to approve or pass upon matters of design or construction and that the Owner, therefore, assumes no responsibility for design or construction. Owner's review, inspection, or approval of any Work, Design Documents, submittals, or pay requests by Design/Builder shall be solely for the purpose of determining whether such Work and such documents are generally consistent with the Owner's Criteria, as, and if, modified. The Owner does not undertake to inquire into adequacy, fitness, suitability, or correctness of engineering or architectural design or construction. No review, inspection, or approval by Owner, Owner's Representative, or anyone retained by Owner of such Work or documents shall relieve Design/Builder of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, Design Document, or Contract Documents shall not relieve Design/Builder of responsibility for the strict performance of its obligations under the Contract. Payment by Owner pursuant to the Contract shall not constitute a waiver of any of Owner's rights under the Contract or at law, and Design/Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.

(H) Delay Or Forbearance Not Waiver: Owner's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Design/Builder under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

(I) Documents Requested By Design/Builder: The Owner shall furnish, if requested by Design/Builder, such existing legal description and survey of the Project site as may be in Owner's possession. Owner shall furnish to Design/Builder, prior to the execution of this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Design/Builder only in order to make complete disclosure of such material as being in possession of the Owner and for no other purpose. By furnishing such material, Owner does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, implicitly or explicitly, and shall have no liability therefor.

(J) Easements: Owner shall obtain all required easements, and the like but not the building permit and other permits or fees required of the Design/Builder by this Contract, or permits and fees customarily the responsibility of the Design/Builder or a construction contractor.

(K) Right To Stop Work: In the event Design/Builder fails or refuses to perform the Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, Owner may, at its option, instruct Design/Builder to cease and desist from performing further Work, or any part thereof. Upon receipt of such instruction, Design/Builder shall immediately cease and desist as instructed by Owner and shall not proceed further until the cause for Owner's instructions has been corrected, no longer exists, or Owner instructs that the Work may resume.

(L) Owner's Right To Perform Work: In the event Owner issues such instructions to stop Work, and in the further event that Design/Builder fails and refuses within seven (7) days of receipt of same to provide adequate assurance to Owner that the cause of such instructions will be eliminated or corrected, then Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of other contractors, and Design/Builder shall be fully responsible and liable for the costs incurred in performing such Work. In such case, an appropriate Change Order shall be issued deducting from the payment then or thereafter due the Design/Builder the cost of correcting such deficiencies, including the cost of the Owner and any other contractors utilized by the Owner due to such default, neglect or failure. If the payments then or thereafter due the Design/Builder are not sufficient to cover such amount, the Design/Builder shall pay the difference to the Owner. The rights set forth in Paragraph 13(K) and this Paragraph 13(L) are in addition to, and without prejudice to, any other rights or remedies Owner may have against Design/Builder, including the rights to terminate Design/Builder's right to perform the Work or withhold payment as provided herein.

(M) Owner's Representative: "Owner's Representative" means the individual or entity named by Owner, in writing from time to time, to act on Owner's behalf in the administration of the Contract. The duties, obligations and responsibilities of the Design/Builder under this Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Owner's Representative, the Program Manager, or any other person or entity. The Design/Builder is not a third-party beneficiary of any contract by and between the Owner and the Owner's Representative, the Program Manager, or any other person or entity. It is expressly acknowledged and agreed that the duties of the Design/Builder to the Owner are independent of, and are not diminished by, any duties of the Owner's Representative, the Program Manager, or any other person or entity to the Owner.

(N) Contract Copies: The Owner will provide the Design/Builder with one (1) copy of such Contract Documents as are generated by the Owner. The Design/Builder will be charged, and shall pay Owner, an amount equal to the Owner's cost per additional copy of such Contract Documents which it may require.

ARTICLE 14

PROJECT DOCUMENTATION

(A) Maintenance Of Project-Related Records: Design/Builder shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than six (6) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.

(B) Availability Of Project-Related Records To Owner: All Project Records which are in the possession of Design/Builder or Design/Builder's Subcontractors shall be made available to Owner for inspection and copying upon Owner's request at any time. Additionally, such records shall be made available upon request by Owner to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, estimates, invoices, bills, receipts, cancelled checks, vouchers or other writings or things which document or involve in any manner the Project, its design, its costs or its construction. Said records expressly include those documents reflecting the cost of design and construction to Design/Builder, and its Subcontractors, including without limitation those documents and records reflecting the time expended by the Design/Builder and its personnel in performing the obligations of this Contract and the records of expenses incurred by the Design/Builder in its performance under this Contract.

ARTICLE 15

PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

(A) Subcontractor Defined: A "Subcontractor" means a person or an entity which has a direct contract with Design/Builder to perform a portion of the Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing specially fabricated equipment and materials for the Project.

(B) Supplier Defined: A "Supplier" means a person or an entity providing only equipment or materials for the performance of the Work.

(C) Objections To Subcontractors: Upon execution of this Agreement, and at such later times as may be applicable, Design/Builder shall furnish Owner's Representative, in writing, the names of persons or entities proposed by Design/Builder to act as Subcontractors on the Project. Design/Builder shall provide such information regarding such proposed Subcontractors as Owner deems necessary. Owner's Representative shall, in writing, state any objections Owner may have to such proposed Subcontractors. Design/Builder shall not enter into a subcontract with an intended Subcontractor with reference to whom Owner objects. Any consent or failure to reject by Owner shall in no way relieve Design/Builder of any of its duties or warranties under the Contract. Identified below are the Design/Builder's design Subcontractors for the disciplines stated, and such Subcontractors shall not be changed by Design/Builder without the Owner's prior consent:

Architectural:	_____
Civil:	_____
Structural:	_____
Mechanical:	_____
Electrical:	_____
Plumbing:	_____

(D) Terms Of Subcontracts: All subcontracts and purchase orders with Subcontractors shall afford Design/Builder rights against the Subcontractor which correspond to those rights afforded to Owner against Design/Builder herein, including those rights of Contract suspension, termination, and stop Work orders as set forth herein, and shall be freely assignable by Design/Builder to Owner without consent of the respective Subcontractor. Excepting only as provided in Paragraph 15(H) of this Agreement (and only if Owner exercises its option to accept assignment of a subcontract pursuant to Paragraph 15(H)), it is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor of Design/Builder and a provision to this effect shall be inserted into all agreements between Design/Builder and its Subcontractors. In addition to, and without limiting the generality of, the foregoing, each agreement between Design/Builder and any Subcontractor also shall contain provisions that: (i) recognize the rights of the Owner and the Owner's designee(s) pursuant to Paragraph 15(H) of this Agreement; (ii) require the Subcontractor (upon notice by the Owner that the Owner has terminated performance under the Contract by Design/Builder pursuant to the terms of Paragraph 19(G) or Paragraph 19(I) of this Agreement, and that the Owner or the Owner's designee has elected, pursuant to Paragraph 15(H) of this Agreement, to retain the Subcontractor pursuant to the terms of its agreement with the Design/Builder) to complete the unperformed obligations under its agreement with the Design/Builder directly for the Owner or the Owner's designee without claim or dispute against the Owner or the Owner's designee, whether in the nature of affirmative claim, offset or otherwise, constituting, arising out of or related to any claim or dispute against the Design/Builder or any act or omission of the Design/Builder, and to forever waive and release such claims or disputes as against the Owner and, if applicable, the Owner's designee (excepting only, if applicable, the Design/Builder's payment bond surety solely in its capacity as payment bond surety), and to assert such claims or disputes, if at all, only against the Design/Builder and if applicable the Design/Builder's payment bond surety solely in its capacity as payment bond surety; (iii) require the Subcontractor to agree that in the event the Owner or the Owner's designee accepts assignment of the Subcontractor's agreement with the Design/Builder pursuant to Paragraph 15(H) of this Agreement, in no event shall the Owner or the Owner's designee (excepting only a payment bond surety solely in its capacity as a payment bond surety) be required to pay to Subcontractor any amounts in respect of such Subcontractor's work on the Project for which Owner previously paid Design/Builder; and (iv) require the Subcontractor, if requested by the Owner or the Owner's designee, to enter into an appropriate agreement evidencing the fact that the Subcontractor is bound to the Owner or the Owner's designee under the assigned agreement in the same manner, and to the same extent, that the Subcontractor had been bound to the Design/Builder and otherwise affirming the rights of Owner or the Owner's designee as set forth in this Paragraph 15(D).

(E) Design/Builder Responsible For Acts Of Its Subcontractors: Should Design/Builder subcontract all or any part of the Design Services or the Work, such subcontracting of the Design Services or the Work shall not relieve Design/Builder from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Design/Builder shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.

(F) Key Personnel: In accordance with Article 2 above, Design/Builder shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project. Design/Builder shall designate one such person as the Project Manager. Absent written instruction from Design/Builder to the contrary, the Project Manager shall be deemed to be Design/Builder's authorized representative and shall be authorized to receive and accept any and all communications from Owner. Key design and supervisory personnel assigned by Design/Builder, or its architectural Subcontractor as applicable, to this Project are as follows:

NAME	FUNCTION
_____	_____
_____	_____
_____	_____
_____	_____

Evidence of the above-named personnel's competence, such as a resume, shall be provided to Owner prior to said personnel beginning performance of the function indicated. So long as the individuals named above remain actively employed or retained by Design/Builder, or any related entity or affiliate thereof, or as applicable its architectural Subcontractor, they shall perform the functions indicated next to their names unless Owner agrees to the contrary in writing or unless Owner requests removal of any such individual from the Project. In the event Owner requests the removal of any of the individuals named above, Design/Builder shall, or as applicable shall require its architectural Subcontractor to, immediately comply and shall immediately replace such individual with a qualified substitute to whom Owner makes no objection. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, Design/Builder shall be bound by the provisions of this Paragraph 15(F) as though such individuals had been listed above.

(G) Removal Of Subcontractors And Personnel: If, at any time during the course of the Project, Owner reasonably determines that the performance of any Subcontractor or any member of Design/Builder's staff working on the Project is unsatisfactory, Owner's Representative may require Design/Builder to remove such Subcontractor or staff member from the Project immediately and replace the Subcontractor or staff member at no cost or penalty to Owner for delays or inefficiencies the change may cause.

(H) Contingent Assignment of Subcontracts: Subject to the conditions of the immediately succeeding sentence, the Design/Builder hereby makes assignment to the Owner or the Owner's designee of each agreement of Design/Builder with a Subcontractor. The assignment in the immediately preceding sentence is expressly conditioned and contingent upon the termination of the Design/Builder's performance under the Contract by the Owner pursuant to Paragraph 19(G) or 19(I) of this Agreement and shall be effective only for those subcontracts which the Owner or the Owner's designee accepts by notifying the Subcontractor and the Design/Builder in writing, and is subject to the prior rights, if any, of the surety(ies) obligated under any bond relating to the Contract. Upon request of the Owner, the Design/Builder agrees to execute all documents reasonably required by the Owner to affirm such assignment. For the avoidance of doubt, and not in limitation of any provision of this Agreement, the Design/Builder specifically agrees, and shall require each Subcontractor to specifically agree, that the Owner's designee referred to in this Paragraph 15(H), Paragraph 15(D), Paragraph 19(G) and Paragraph 19(I), may include, without limitation, any one or more surety(ies) obligated under any bond relating to the Contract, or any one or more completion contractor(s) designated by the Owner or any such surety, or any one or more of any of the foregoing, as directed by the Owner in the Owner's sole discretion.

ARTICLE 16

CHANGES AND EXTENSIONS OF TIME

(A) Owner's Right To Order Changes: One or more changes in the Design Services or the Work within the general scope of the Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by Owner without invalidating the Contract. Such changes shall be communicated by Change Order or by Field Order. Design/Builder shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the following terms and conditions as set forth in this Article 16.

(B) Definition Of Change Order: "Change Order" shall mean a written order to Design/Builder executed by Owner, issued after execution of this Agreement, and approved by the Georgia Department of Education, if required, authorizing and directing a change in the Design Services or the Work, an adjustment to the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order. The Owner will not be responsible for any change in the Design Services or the Work involving extra costs unless approval in writing is furnished by the Owner before such Design Services or Work is begun.

(C) Adjustments To Contract Price Or Contract Time: Upon the occurrence of a change as set forth in Paragraph 16(A), the adjustment, if any, to the Contract Price or the Contract Time resulting from the change shall be determined as follows:

- (1) Any increase in the Contract Price must be requested by Design/Builder pursuant to the terms and conditions of Article 17 of this Agreement, and any such request for an increase in the Contract Price shall

be subject to Paragraph 16 (G) of this Agreement. The failure of Design/Builder to provide notice in writing to Owner in accordance with Article 17 of this Agreement of any request for an increase in the Contract Price shall constitute a waiver by Design/Builder of any entitlement to an increase in the Contract Price.

(2) The change in the Contract Price, if any, shall be established on the basis of, and shall be limited to, the reasonable actual expenditures or savings, as defined below, resulting from the change, plus a component for direct jobsite overhead and profit, as set forth below, but shall not include home office overhead or other indirect costs or components. If, and to the extent, the change involves subcontracted Design Services or Work, the overhead and profit component for the subcontracted Design Services or Work shall be five percent (5%) and the overhead and profit component for the Design/Builder shall be five percent (5%) of the amount allocable for subcontracted Design Services or Work; provided, however, that the foregoing five percent (5%) overhead and profit component for subcontracted Design Services or Work is intended to cover all Subcontractors and subcontractors of any tier, and there shall be no additional overhead and profit component for subcontractors below first-tier Subcontractors of the Design/Builder. If the change involves only Design Services or Work of the Design/Builder, the component for overhead and profit shall be ten percent (10%). Any such expenditures or savings shall be documented in such form and with such content and detail as Owner may require. As used in this Subparagraph 16 (C)(2), reasonable expenditures or savings means, and shall be limited to, the following:

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

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

(3) Any extension of the Contract Time requested by Design/Builder for performance of any change in the Design Services or the Work ordered by Owner may be granted by mutual agreement and then set forth in the Change Order. Otherwise, extensions of the Contract Time must be requested by Design/Builder pursuant to the terms and conditions of Article 17 of this Agreement, and any such request for extension of the Contract Time shall be subject to Paragraph 16(G) of this Agreement. The failure of Design/Builder to provide notice in writing to Owner in accordance with Article 17 of this Agreement of any request for extension of the Contract Time shall constitute a waiver by Design/Builder of any entitlement to an extension of the Contract Time.

(D) Continuing Duty To Perform Work And Make Payment: The Design/Builder shall continue to diligently perform the Design Services and the Work, including any change directed by Owner by Change Order, and shall keep thorough records of the cost of performance of such Change Order consistent with and in accordance with the provisions of Subparagraph 16(C)(2) above. Pending final determination of reasonable expenditures or savings, payments on account shall be made to Design/Builder in accordance with said Subparagraph 16(C)(2) and Article 11 herein.

(E) Changes In Unit Prices: If unit prices are provided in the Contract, and if the quantities contemplated are materially changed in a proposed Change Order such that an application of the unit prices to the quantities of Work proposed would cause inequity to the Owner or the Design/Builder, then, subject to the three (3) immediately succeeding sentences, the applicable unit prices shall be equitably adjusted at the request of either party made in accordance with such other provisions of this Contract as are applicable to such party. No such equitable adjustment shall be made with respect to the quantities contemplated in the Contract. Any equitable adjustment to unit prices pursuant to this Paragraph 16 (E) shall be made only with respect to the difference between the quantity of applicable units of Work contemplated in the Contract and the quantity of applicable units of Work resulting after giving effect to such a proposed Change Order, and an equitable adjustment shall be made only if such difference is a material difference from the quantities contemplated in the Contract. Any increase to unit prices pursuant to this Paragraph 16 (E) shall be conditioned and contingent upon the Design/Builder demonstrating proof, satisfactory to the Owner, that such increase in the unit price is due solely to increased cost per unit caused solely by such a material change in quantities.

(F) Minor Changes: Owner shall have authority to order minor changes in the Work not involving a change in the Contract Price nor extension of the Contract Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and Design/Builder shall promptly carry out such written Field Orders.

(G) Effect Of Executed Change Order: The execution of a Change Order by Design/Builder shall constitute conclusive evidence of Design/Builder's agreement to the ordered changes in the Design Services or the Work, the Contract as thus amended, the Contract Price as thus amended and the Contract Time as thus amended. Design/Builder, by executing the Change Order, acknowledges that the changes set forth therein is for the full and final adjustment of the Contract Price and Contract Time associated with the Change Order work, that the stated extension of the Contract Time is equitable in nature and that no further claims for any Contract Time or Contract Price for whatever reason shall be made against the Owner for the work enumerated in the Change Order, and waives and releases any claim against Owner for additional time or compensation for matters relating to, arising out of, or resulting from the Design Services or the Work included within or affected by the executed Change Order.

(H) Consent Of Surety: Design/Builder shall notify and obtain the consent and approval of Design/Builder's surety with reference to all Change Orders if such notice, consent or approval are required by Owner, Design/Builder's surety or by law. Design/Builder's execution of the Change Order shall constitute Design/Builder's warranty to Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

(I) Fiduciary Relationship: Design/Builder recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Design/Builder and Owner and agrees that it shall at all times in good faith use its best efforts to advance Owner's interests and agrees to perform the Design Services and the Work in the best professional manner.

ARTICLE 17

CLAIMS BY DESIGN/BUILDER

(A) Terms And Conditions Of Claims: Claims by Design/Builder against Owner are subject to the terms and conditions of this Article 17, and strict compliance herewith shall be a condition precedent to any liability of Owner therefor.

(B) Notice Of Claim: All Design/Builder claims, disputes and other matters in question against Owner arising out of or related to the Contract or the breach thereof, including without limitation claims in respect of changes in the Contract Price or Contract Time, shall be initiated by a written notice of claim submitted to Owner. Such written notice of claim shall be received by Owner no later than seven (7) days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim including the amount claimed. Design/Builder agrees and acknowledges that its failure to provide written notice

of a claim as set forth herein shall constitute a waiver of any claim for additional compensation or time extension related thereto.

(C) Documentation In Support Of Claims: Upon discovering an event or condition forming the basis of a claim for an increase in the Contract Price or an extension of the Contract Time, Design/Builder shall, until the claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis for the claim.

(D) Formal Written Claim: No later than ten (10) days after the date of the written notice of claim, Design/Builder shall submit a formal written claim which shall include at least the following information: (1) a concise statement of the occurrence(s) supporting the claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the claim dispute or other matter; (3) the date Design/Builder discovered the occurrence(s); (4) a detailed schedule of values identifying all costs resulting from the claim, dispute or other matter; (5) documentation supporting the schedule of values; (6) identification of any impact the claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the claim, dispute or other matter. In the event the claim relates to a Change Order, Design/Builder's formal written claim shall also include Design/Builder's good faith estimate of the change in the Contract Price, the Contract Time, or both, determined in accordance with Article 16 in respect of the Change Order. Other information or documents shall be submitted to Owner within ten (10) days after written request by Owner. The failure to provide a claim as set forth herein, or the failure to provide such other documents or information requested by Owner within ten (10) days after the written request, shall constitute a waiver of any claim for additional compensation or time extension related thereto.

(E) Continuous Duty To Provide Documentation: Design/Builder shall provide, and continue to provide, to Owner all such documentation, including cost and time records, as and when Owner may request so that Owner may evaluate Design/Builder's claim.

(F) Duty To Continue Performance: Design/Builder and Owner shall continue their performance hereunder regardless of the existence of any claims submitted by Design/Builder.

(G) Differing Site Conditions: In the event Design/Builder discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, and not reasonably discoverable by Design/Builder's diligent inspections as required herein, the Contract Price shall be modified, either upward or downward, upon the written claim made by either party within seven (7) calendar days after the first appearance to such party of the circumstances. As a condition precedent to Owner having any liability to Design/Builder due to concealed and unknown conditions, Design/Builder must give Owner written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure of Design/Builder to give the written notice and make the claim as provided by this Paragraph 17(G) shall constitute a waiver by Design/Builder of any rights arising out of or relating to such concealed and unknown condition including any claim for an increase in the Contract Price or any claim for an extension of the Contract Time.

(H) Claims For Increase In Contract Price: In the event Design/Builder seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of Owner therefor, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur shall constitute a waiver by Design/Builder of any claim for additional compensation.

(I) Limit Of Owner's Liability For Increased Costs: In connection with any claim by Design/Builder against Owner for compensation in excess of the Contract Price, any liability of Owner (1) shall be strictly limited to direct cost actually and reasonably incurred by Design/Builder in accordance with the provisions regarding changes in the Contract Price as set forth in Paragraph 16(C)(2), and (2) shall in no event include indirect, consequential, impact or other costs, expenses or damages of Design/Builder or its Subcontractors. Such indirect costs or consequential damages, as referred to herein and elsewhere in this Agreement, that are not recoverable by the Design/Builder shall include loss of financing, loss or impairment of bonding, loss of business, loss of profit and overhead on Work not yet performed and loss of future or anticipated profits from other work. The Owner's limitation of liability for such indirect or consequential damages shall not apply to the Owner's liability to the Design/Builder, if any, for claims

arising out of bodily injury to persons, death or damage to property caused by or resulting from the sole negligence of the Owner, or its officers, agents or employees. Owner shall not be liable to Design/Builder for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which Owner would not be liable to Design/Builder under the terms of the Contract. As a condition precedent to Owner's liability to Design/Builder for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Design/Builder and such Subcontractor's claims must have been submitted to Owner by Design/Builder in strict compliance with all the requirements of this Article 17. Owner shall not be liable to Design/Builder for claims of third parties including Subcontractors, unless and until the liability of Design/Builder therefor has been established in a court of competent jurisdiction.

(J) Claims For Increase In Contract Time: If Design/Builder is delayed in progressing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of: (i) any act or omission by the Owner or someone acting in the Owner's behalf, (ii) any Owner-authorized Change Order, (iii) acts of God, (iv) unusually severe weather, (v) any order of a governmental authority having jurisdiction over the Project which order is issued through no fault of the Design/Builder, (vi) acts of war, or (vii) acts of terrorism, then the date for achieving Substantial Completion, or, as applicable, Final Completion, shall, subject to the provisions of Paragraph 17(K) below, be appropriately adjusted by Owner upon the written notice and claim of Design/Builder to Owner for such reasonable time as Owner may determine. A task is critical within the meaning of this Paragraph 17(J) if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. As a condition precedent to any right to an extension of time, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Design Services or Work. If Design/Builder fails to give such notice, any claim for an extension of time shall be waived.

(1) **Sufficiency of Contract Time.** The Design/Builder agrees that the Design Services and the Work shall be prosecuted regularly, diligently, and without interruption at such rate of progress as will insure full completion thereof within the time required by the Contract Documents. It is expressly understood and agreed that the Design/Builder has considered all contingencies and factors affecting its ability to perform all the Design Services and the Work within this time, including without limitation, delays caused by any fact or condition other than those expressly set forth in clauses (i) through (vii) of the foregoing Paragraph 17(J), and after consideration of all such contingencies and factors, Design/Builder has made an allowance for such contingencies and factors before agreeing to the time for completion specified in the Contract Documents, and does further agree that all things considered, such time for completion is a reasonable time for completion of all Design Services and Work to be performed hereunder, without the need for any extension of time for any reasons other than those expressly set forth in clauses (i) through (vii) of the foregoing Paragraph 17 (J).

(2) **Weather Delays.** The date for achieving Substantial Completion or, as applicable, Final Completion will not be extended due to unusually severe weather (excepting unusually severe weather which precludes access to the Project site) after the Project is enclosed or due to normal severe weather. For the purpose of this Paragraph, the term "enclosed" is defined to mean when the building is sufficiently sealed, either temporarily or permanently, to permit the structure to be heated and the roof dried in to permit finishing trades to work.

There shall be no extension of the time for completion due to any lost days that are not weekday working days (based on a Monday through Friday work week). No change in the Contract Price shall be due because of weather.

(K) Owner's Right To Order Acceleration And To Deny Claimed And Appropriate Time Extensions, In Whole Or In Part: Design/Builder acknowledges and agrees that Substantial Completion of the Work by or before the Scheduled Completion Date is, or may be, of substantial importance to Owner.

(1) Owner shall accordingly have the right in its sole discretion to order Design/Builder to accelerate its progress in such a manner as to achieve Substantial Completion on or before such date as Owner may reasonably direct and, upon receipt, Design/Builder shall comply with such order.

(2) In the event that Design/Builder is otherwise entitled to an extension of Contract Time and has made claim therefor in accordance with Paragraph 17(J) above, Owner shall have the right in its sole discretion to deny all, or any part, of such extension of Contract Time by written notice to Design/Builder provided within

seven (7) days of receipt of Design/Builder's claim. Should Owner deny Design/Builder's claim for an extension of Contract Time under this Subparagraph (2), either in whole or in part, Design/Builder shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date.

(3) In the event that (a) Owner orders Design/Builder to accelerate its progress under Subparagraph 17(K)(1) above, or (b) Owner exercises its rights under Subparagraph 17(K)(2) above, or (c) both, such action shall be deemed to constitute a Change Order under Article 16 and any change in the Contract Price shall be determined in accordance therewith.

(L) No Damages for Delay: Notwithstanding anything in this Article 17 to the contrary, for delays to the Work caused solely by the Owner, Design/Builder's sole remedy against the Owner shall be an extension of the Contract Time in accordance with Paragraph 17(J) above and the direct field costs and approved direct job-related material and equipment costs which Design/Builder could not reasonably avoid, incurred on account of such delay. Under no circumstances shall Design/Builder be entitled to any indirect field or home office costs, including home office overhead, or any costs which result from acceleration of the Work, except as specifically provided in Paragraph 17(K) above. For delays to the Work caused by an event outside the control of Design/Builder or Owner, (i) if such delay is not more than 30 days, Design/Builder's sole remedy shall be an extension of the Contract Time in accordance with Paragraph 17(J) above, and (ii) if such delay exceeds 30 days, Design/Builder's sole remedy shall be an extension of the Contract Time in accordance with Paragraph 17(J) above and recovery of the direct field costs and approved direct job-related material and equipment costs which Design/Builder could not reasonably avoid, incurred on account of the delay, beginning on the 31st day of such delay; provided, however, that no extension of the Contract Time or field costs shall be granted if such delay could have been reasonably anticipated by Design/Builder. For delays to the Work caused by the mixed acts or omissions of Owner and Design/Builder, Design/Builder's sole remedy shall be an extension of the Contract Time in accordance with Paragraph 17(J) above. For delays within its control or delays which could have been reasonably anticipated by Design/Builder, Design/Builder shall not be entitled to an extension of time or any costs incurred on account of such delay and shall finish the Work in accordance with the Contract Documents.

(M) Claims Resolved By Change Order: The resolution of any claim under this Article 17 shall be reflected by a Change Order executed by Owner and Design/Builder.

(N) Mediation: Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Owner and Design/Builder shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 18

UNCOVERING AND CORRECTING WORK

(A) Design/Builder Not To Cover Work Contrary To Requirements: If any of the Work is covered, concealed or obscured contrary to the written request of Owner, or contrary to any provision of the Contract, said Work shall, if required by Owner, be uncovered for inspection and shall be properly replaced at Design/Builder's expense without change in the Contract Time.

(B) Owner's Right To Order Uncovering Of Any Work: If any of the Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 18(A) above, it shall, if required by Owner, be uncovered for inspection. If such Work conforms strictly with the Contract, the cost of uncovering and proper replacement shall by Change Order

be charged to Owner. If such Work does not strictly conform with the Contract, Design/Builder shall pay the cost of uncovering and proper replacement.

(C) Duty To Correct Rejected Work: Design/Builder shall immediately proceed to correct Work rejected by Owner as defective or failing to conform to the Contract. Design/Builder shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections made necessary thereby.

(D) Duty To Correct Defective Work Discovered After Completion: In addition to its warranty obligations set forth elsewhere herein, Design/Builder shall be specifically obligated to correct any and all defective or nonconforming Work for a period of twelve (12) months following Final Completion upon written direction from Owner. Upon written direction from the Owner regarding defective or nonconforming Work, Design/Builder shall within two (2) working days respond by visiting the site and commencing, and promptly completing, any necessary remedial Work including needed maintenance instructions to Owner's personnel. The Design/Builder's obligations under this Paragraph shall survive final payment by Owner and termination of the Contract.

(E) No Period Of Limitation Established: Nothing contained in Paragraph 18(D) shall establish any period of limitation with respect to other obligations which Design/Builder has under the Contract. Establishment of the one-year time period in Paragraph 18(D) above relates only to the duty of Design/Builder to specifically correct the Work.

(F) Owner's Option To Accept Defective Work: Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable costs of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. Owner shall be entitled to such reduction in the Contract Price regardless of whether Owner has, in fact, removed and corrected such defective Work. If the unpaid balance of the Contract Price, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Work, Design/Builder shall, upon written demand from Owner, pay Owner such additional compensation for accepting defective or nonconforming Work.

ARTICLE 19

SUSPENSION AND TERMINATION

(A) Suspension Of Performance: Owner may at any time for any reason whatsoever or for no reason suspend performance under the Contract, or any designated part thereof, for a cumulative period of up to one hundred twenty (120) calendar days. If any such suspension is directed by Owner, Design/Builder shall immediately comply with same.

(B) Ceasing Performance Upon Suspension: From and upon the effective date of any suspension ordered by Owner, Design/Builder shall incur no further expense or obligations in connection with the Contract, and Design/Builder shall cease its performance. Design/Builder shall also, at Owner's direction, either suspend or assign to Owner any of its open or outstanding subcontracts or purchase orders.

(C) Claim For Costs Of Suspension: In the event Owner directs a suspension of performance under this Article 19, through no fault of Design/Builder, and provided Design/Builder submits a proper claim as provided in this Agreement, Owner shall pay Design/Builder as full compensation for such suspension Design/Builder's reasonable costs, actually incurred and paid, of:

- (1) Demobilization and remobilization, including such costs paid to Subcontractors, but only if the suspension lasts for a period of more than thirty (30) days;
- (2) Preserving and protecting Work in place;
- (3) Storage of materials or equipment purchased for the Project, including insurance thereon;

(4) Performing in a later, or during a longer, time frame than that contemplated by this Contract.

(D) Resumption Of Work After Suspension: If Owner lifts the suspension it shall do so in writing, and Design/Builder shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Design/Builder has exercised its right of termination as provided herein.

(E) Termination By Design/Builder For Prolonged Suspension of Performance: If the Owner suspends Design/Builder's performance for a period of more than one hundred twenty (120) days through no fault of the Design/Builder, the Design/Builder may, upon seven (7) days written notice to Owner, terminate this Contract and recover from Owner on the terms and conditions and in the amounts provided in Paragraph 19(H) below as though Owner had terminated Design/Builder's performance under the Contract for convenience pursuant to Paragraph 19(G) below.

(F) Termination By Design/Builder For Cause: If Owner shall persistently or repeatedly fail to perform any material obligation to Design/Builder for a period of sixty (60) days after receiving written notice from Design/Builder of its intent to terminate hereunder, Design/Builder may terminate performance under the Contract by written notice to Owner. In such event, Design/Builder shall be entitled to recover from Owner on the terms and conditions and in the amounts provided in Paragraph 19(H) below as though Owner had terminated Design/Builder's performance under the Contract for convenience pursuant to Paragraph 19(G) below.

(G) Termination By Owner For Convenience: Owner may, for any reason whatsoever, or without reason, terminate performance under the Contract by Design/Builder for convenience. Owner shall give written notice of such termination to Design/Builder specifying when termination becomes effective. Design/Builder shall incur no further obligations in connection with the Contract and Design/Builder shall stop Design Services and the Work when such termination becomes effective. Design/Builder shall also, at Owner's direction, either terminate or assign to Owner or Owner's designee outstanding orders and subcontracts. Without prejudice to any other rights or remedies of the Owner, at the Owner's option, subject to any prior rights of the surety(ies) obligated under any bond relating to the Contract, Owner, or Owner's designee(s), may accept assignment of any one or more subcontracts pursuant to Paragraph 15(H) of this Agreement. Design/Builder shall settle the liabilities and claims arising out of any terminated subcontracts and orders. Owner may direct Design/Builder to assign Design/Builder's right, title and interest under terminated orders or subcontracts to Owner or its designee. Design/Builder shall transfer title and deliver to Owner such completed or partially completed Design Documents, Work and materials, equipment, parts, fixtures, information and Contract rights as Design/Builder has.

(H) Submission Of Termination Claim And Compensation For Termination For Convenience: When terminated for convenience, Design/Builder shall be compensated as follows:

(1) Design/Builder shall submit a termination claim to Owner specifying the amounts believed to be due because of the termination for convenience together with costs, pricing or other data required by Owner. If Design/Builder fails to file a termination claim within ninety (90) Days from the effective date of termination, Owner shall pay Design/Builder an amount derived in accordance with Subparagraph (3) below;

(2) Owner and Design/Builder may agree to the compensation, if any, due to Design/Builder hereunder;

(3) Absent agreement to the amount due to Design/Builder, Owner shall pay Design/Builder, as full compensation for termination for convenience, the following amounts:

(a) That portion of the Contract Price representing the value of the Design Services and the Work, as reflected on the Schedule of Values, performed by Design/Builder prior to its receipt of the notice of termination, which is completed and accepted by Owner for which Design/Builder has not been previously paid;

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Design Services and the Work, and in terminating Design/Builder's performance, plus a fair and reasonable allowance for direct jobsite overhead and profit thereon (such profit shall not include

anticipated profit or consequential damages); provided however, that if it appears that Design/Builder would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph 19(G) above. These costs shall not include amounts paid in accordance with other provisions hereof.

In no event shall Design/Builder be entitled to recover anticipated profits or other consequential damages from Owner on account of a termination for convenience or an erroneous termination for cause, as described below. The total sum to be paid Design/Builder under this Paragraph shall not exceed the Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

(I) Termination By Owner For Cause: If Design/Builder does not perform the Design Services or the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then Owner may by written notice to Design/Builder, without prejudice to any other right or remedy against Design/Builder or others, terminate the performance of Design/Builder and take possession of the Project site and of all materials and equipment at the site and may finish the Work by whatever methods it may deem expedient. Design/Builder shall, if directed by the Owner in the Owner's sole discretion, assign to Owner or its designee any outstanding orders and subcontracts and transfer title and deliver to Owner such completed or partially completed Design Documents, Work and materials, equipment, parts, fixtures information and Contract rights as Design/Builder has. Without prejudice to any other rights or remedies of the Owner, at the Owner's option, subject to any prior rights of the surety(ies) obligated under any bond relating to the Contract, Owner, or Owner's designee(s), may accept assignment of any one or more subcontracts pursuant to Paragraph 15(H) of this Agreement. In the event that the Owner terminates the performance of the Design/Builder pursuant to this Paragraph 19(I), Design/Builder shall not be entitled to receive any further payment until the Work is finished.

(J) Erroneous Termination For Cause: In the event the performance of Design/Builder is terminated by Owner for cause pursuant to Paragraph 19(I) and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Paragraph 19(G) and the provisions of Paragraph 19(H) regarding compensation shall apply.

(K) Payments To Design/Builder After Termination For Cause: If the unpaid balance of the Contract Price, as it may be modified hereunder, exceeds the costs of finishing the Design Services and the Work, including compensation for Owner's additional costs and expenses of every nature whatsoever made necessary thereby, such excess shall be paid to Design/Builder. If such costs exceed the unpaid balance, Design/Builder shall pay the difference to Owner. This obligation for payment shall survive the termination of the Agreement.

(L) Article 17: Termination of the Design/Builder's performance by Owner is not subject to the procedures set forth in Article 17.

ARTICLE 20

OWNERSHIP OF DOCUMENTS

(A) Documents Owner's Property: The Design Documents and the Contract Documents, including but not limited to, the drawings, specifications and other documents or things prepared by or on behalf of Design/Builder for the Project, shall immediately become and be the sole property of Owner. Any documents furnished by Owner shall remain the property of Owner. Design/Builder may be permitted to retain copies of the Design Documents and Contract Documents and any documents furnished by Owner for its records and for its future professional endeavors.

ARTICLE 21

INDEMNITY

The Design/Builder shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with the Design/Builder's performance of this Agreement, provided that such claim, liability, damage, loss, cost or expense is due to sickness, bodily injury, disease or death, or to loss or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent caused by the Design/Builder, or anyone for whose acts the Design/Builder is or may be responsible or liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner. The Design/Builder shall not indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys' fees, arising out of sickness, bodily injury, disease or death, or to loss or destruction of tangible property caused by or resulting from the sole negligence of the Owner, or its officers, agents or employees; provided, however, the preceding limitation concerning the sole negligence of the Owner or its officers, agents or employees shall not limit or affect any obligation of the Design/Builder under workers' compensation or coverage or insurance specifically relating to workers' compensation, nor any requirement that one party to this Agreement purchase a project specific insurance policy, including owner's or contractor's protective insurance, builder's risk insurance, installation coverage, project management protective liability insurance, an owner controlled insurance policy, or a contractor controlled insurance policy.

ARTICLE 22

INSURANCE

Design/Builder shall have and maintain the insurance in accordance with the requirement of Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE 23

SURETY BONDS

(A) Performance Bond And Payment Bond: Design/Builder shall furnish separate performance and payment bonds to Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by Design/Builder shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by Design/Builder, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by Design/Builder shall be in the exact form provided by the Owner and shall be executed by a surety, or sureties, licensed in the State of Georgia by the Office of Commissioner of Insurance, rated A or better by A.M. Best Company, listed on the United States Department of Treasury's Listing of Approved Sureties (Treasury Department Circular 570) as a surety authorized to write bonds for the U.S. Government with a total underwriting limitation equal to or greater than the penal sum of the bonds as adjusted from time to time, and not otherwise reasonably objectionable to the Owner.

ARTICLE 24

MISCELLANEOUS PROVISIONS

(A) Governing Law: The Contract shall be governed by the laws of the State of Georgia. Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. The Design/Builder and its Surety(ies) irrevocably consent, and waive any objection they may have, to the exclusive jurisdiction and venue of the Superior Court of DeKalb County, Georgia, with respect to any matter or dispute arising out of or relating to this Contract.

(B) Successors And Assigns: Owner and Design/Builder bind themselves, their successors, assigns, executors, administrators and other legal representatives to the other party hereto and to successors, assigns, executors, administrators and other legal representatives of such other party in respect to all terms and conditions of this Contract.

(C) Non-Assignment: Design/Builder shall not assign the Contract, or any part of the Contract, nor shall it delegate any of its duties hereunder, without prior written consent of Owner.

(D) Notices: Any notice required to be given herein shall be deemed to have been given to the other party if provided by either registered or certified mail, return receipt requested, or hand delivery, to the following addresses:

To Owner:

DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084
Attn: Director of Design and Construction

With a copy to:

Mr. Erick Hofstetter, Chief Operating Officer
c/o DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084
Attn: Project Manager for _____

To Design/Builder:

All notices shall be effective upon receipt. Either party may change its address for notices by giving the other party a notice hereunder.

(E) Publicity: No information relative to the existence or the details of the Design Services or the Work shall be released by Design/Builder, either before or after completion of the Project, for publication, advertising or any commercial purposes without Owner's prior written consent.

(F) Severability: In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

(G) No Third Party Beneficiaries: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

(H) Day: Unless otherwise expressly provided to the contrary in the Contract, the term “day” shall mean calendar day.

(I) Codes and Standards: Any codes and standards referred to in the Contract Documents are minimum standards. If the requirements of the Contract Documents exceed those of the codes and standards, the Contract Documents shall govern.

(J) Affidavits of Non-collusion: The Design/Builder shall provide, and shall require its Subcontractors to provide, such affidavits of non-collusion as may be required by applicable law or the Owner, in form and content satisfactory to the Owner, at such time as may be required by applicable law or the Owner.

(K) Immigration and Security: The Design/Builder and all subcontractors shall comply with all state and federal immigration laws, rules and regulations, and the Design/Builder and all subcontractors shall provide the Owner with a completed and signed Immigration and Security Form and accompanying affidavits, in the form attached hereto as Exhibit “L” as a condition precedent to Final Payment.

ARTICLE 25

COOPERATION WITH PROGRAM MANAGER

(A) The “Program Manager” is the individual or entity named by the Owner, in writing from time to time, as the Program Manager. The Design/Builder shall fully cooperate with the Program Manager. Such cooperation shall include, without limitation, providing any requested information to the Program Manager, and advising, meeting with, consulting with, and coordinating with the Program Manager.

(B) The Design/Builder acknowledges that it has received, reviewed, and studied the contract between the Owner and Program Manager. To the extent that the Program Manager is authorized by its contract with Owner to act as the agent of the Owner, Design/Builder agrees to comply with all directions and instruction given by the Program Manager.

ARTICLE 26

PROHIBITION AGAINST CONTINGENT FEES

(A) The Design/Builder by execution of this Agreement warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 27

ADDITIONAL REQUIREMENTS AND ASBESTOS STATEMENT

Attached hereto and incorporated herein as part of this Agreement are the Additional Requirements included as Exhibit “K”, and the Asbestos Statement of Declaration included as Attachment “K-1”. The Design/Builder and its architectural Subcontractor shall sign and deliver to the Owner the Asbestos Statement Declaration at such time as the Owner may require.

Executed by the parties' duly authorized representatives as indicated by their signatures below.

OWNER

DeKalb County Board of Education (Seal)

By: _____
(Signature)

Mr. Diijon DaCosta Sr. Board Chair
(Printed Name, Title)

By: _____
(Signature)

Dr. Devon Q. Horton, Superintendent
(Printed Name, Title)

DeKalb County Board of Education

1701 Mountain Industrial Boulevard

Stone Mountain, GA 30083
(Address of Owner)

(Date of Execution)

Erick Hofstetter, Chief Operating Officer

DESIGN/BUILDER

(Typed Name of Design/Builder) (Seal)

By: _____
(Signature)

(Printed Name, Title)

(Address of Design/Builder)

(Date of Execution)

EXHIBIT "A"

REQUIRED INSURANCE

(1) The Design/Builder shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Design/Builder's operations under the Contract; whether such operations are by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

(a) claims under workers' or workmen's compensation disability benefit or other similar employees benefit acts;

(b) claims for damages because of bodily injury, occupational sickness or disease or death of its employees;

(c) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;

(d) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Design/Builder, or (2) by any other person;

(e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

(f) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

(2) The insurance required by Paragraph 1 shall be written for not less than any limits of liability specified in the contract documents, or required by law, whichever is greater.

(3) The insurance required by Paragraph 1 shall include contractual liability insurance.

(4) The Design/Builder shall be responsible from the time of signing the Contract or from the time of the beginning of the first Design Services or work, whichever shall be earlier, for all bodily injury (including death) or damage to property of any kind resulting from the Design Services or Work under this Contract to persons or property.

The Design/Builder assumes the obligation to save the Owner harmless and to indemnify it from every expense, liability or payment arising out of or through bodily injury (including death) to any person or persons or damage to property of any person arising out of any act of the Design/Builder, any Subcontractor or anyone either:

(a) directly or indirectly employed by or;

(b) under the supervision of any of them in the prosecution of the Design Services or Work included in the Contract.

Liability policies shall name the Owner and DeKalb County School District as an additional insured.

(5) The Design/Builder agrees to comply with the provisions of the Workman's Compensation laws of the State of Georgia and to require all Subcontractors likewise to comply. Design/Builder shall secure the following insurance at his own expense and prior to starting any Design Services or Work shall file Certificates of Insurance with the Owner, except that on the Owner's Protective Insurance, original policies shall be filed with the Owner.

(a) Workmen's Compensation – Statutory Limits Employer's Liability - \$1,000,000.00

- (b) Comprehensive General Liability (including Premises-Operations; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage and Broad Form General Liability Endorsement).
 - 1. Bodily Injury: \$1,000,000.00 Each Occurrence; \$1,000,000.00 Aggregate; Products and Completed Operations (Umbrella).
 - 2. Property Damage: \$500,000.00 Each Occurrence; \$1,000,000.00 Aggregate.
 - 3. Products and Completed Operation Insurance shall be maintained for a minimum period of one (1) year after final payment and Design/Builder shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period.
 - 4. Property Damage Liability Insurance shall include coverage for Explosion, Collapse, and Underground.
 - 5. Contractual Liability (Hold Harmless Coverage): Bodily Injury: \$1,000,000.00 Each Occurrence; Property Damage: \$500,000.00 Each Occurrence; \$500,000.00 Aggregate.
 - 6. Personal Injury, with Employment Exclusion deleted: \$1,000,000.00 Aggregate.
- (c) Comprehensive Automobile Liability (owned, non-owned, hired);
 - 1. Bodily Injury: \$1,000,000.00 Each Person, \$1,000,000.00 Each Accident.
 - 2. Property Damage: \$1,000,000.00 Each Occurrence.
 - 3. Personal Injury Protection: Statutory Limits.

(6) Certificates of Insurance (2 copies) shall be filed with Owner before commencement of Design Services or Work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled, changed or allowed to expire until fifteen (15) days after the Owner has received written notice evidence by return receipt of registered letter.

(7) Insurance will not be acceptable unless written by a Company licensed by the State Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to the Owner.

(8) Design/Builder shall purchase and maintain Owner's Protective Liability Policy with minimum limits of:

- (a) Bodily Injury: \$1,000,000.00 Each Occurrence, \$1,000,000.00 Aggregate.
- (b) Property Damage: \$500,000.00 Each Occurrence, \$500,000.00 Aggregate.
- (c) Personal Injury, with Employment Exclusion deleted: \$1,000,000.00 Aggregate.

This policy shall be issued in the name of DeKalb County Board of Education and delivered to Owner along with Certificates of Insurance. Employees of the DeKalb County Board of Education shall be included as an additional insured.

(9) Design/Builder shall purchase and maintain BUILDER'S RISK INSURANCE payable to the Design/Builder and Owner, as their interest may appear, upon the entire structure and all materials in or adjacent thereto which are to be made a part of the insured structure of 100% of the insurable value thereof covering fire, extended coverage, vandalism and malicious mischief.

(10) The Design/Builder may, at his option, purchase insurance policies having a "deductive" feature provided that:

- (a) Deductible amount does not exceed \$2,500.00.
- (b) Design/Builder agrees in written letter to the Owner to be responsible for payment of any such deductibles, in the event that such payment should become necessary.

(11) In addition, the Design/Builder shall provide and maintain Professional Liability Insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Project with a minimum level of coverage equal to or greater than 20% percent of the Contract Price, but not less than \$250,000 for the Project and a maximum deductible of \$50,000. The coverage provided herein shall contain an endorsement providing sixty (60) days' notice to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to the Owner

(12) In addition, the Design/Builder shall maintain the following other insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Project. The Design/Builder shall secure the following insurance at his own expense and shall file Certificates of Insurance with the Owner within five (5) days after the execution of this Agreement. Insurance will not be acceptable unless written by a company licensed by the State of Georgia Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to the Owner.

12.1.1 Workmen's Compensation and Employer's Liability to statutory limits.

12.1.2 Comprehensive Commercial General Liability including Owner's & Contractor's Protective with the following limits;

- (a) General Aggregate: \$1,000,000;
- (b) Products and Completed Operations Aggregate: \$1,000,000;
- (c) Personal & Advertising Injury: \$1,000,000;
- (d) Each Occurrence: \$1,000,000;
- (e) Fire Damage (Any one fire): \$50,000; and,
- (f) Medical Expense (Any one person): \$5,000

12.1.3 Automobile Liability (owned, non-owned, hired) with combined single limit of \$1,000,000 per occurrence.

12.2 The Owner and DeKalb County School District shall be included as additional insured on the coverages specified in Subparagraphs 12.1.2 and 12.1.3, and shall be indicated as such on certificates of insurance required herein.

12.3 These certificates shall contain a provision that coverages afforded under the policies will not be canceled, changed or allowed to expire until sixty (60) days after the Owner has received written notice evidence by return receipt of registered letter.

12.4 Unless expressly waived by Owner in writing, Design/Builder shall permit no consultant retained by Design/Builder to enter upon any Project site or perform any Services unless such consultant is and remains insured in accordance with the requirements of Paragraphs 12.1.1, 12.1.2, and 12.1.3. Design/Builder shall indemnify Owner for any loss or damage suffered by Owner as a result of the failure of any of Design/Builder's consultants to be so insured.

EXHIBIT “B”

LIQUIDATED DAMAGES

Liquidated damages applicable to Paragraphs 8(C) and 8(D) of this Agreement shall be the amount stated in the right column below which is directly opposite the applicable Contract Price range stated in the left column below.

If The Original Contract Price Is:

Daily Liquidated Damages Shall Be:

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

EXHIBIT "C"

CONTRACTOR AFFIDAVIT

By executing the affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____ (name of public employer) 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 of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Contractor Name)

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:

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

EXHIBIT “D”

SUBCONTRACTOR AFFIDAVIT

By executing the affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____ (name of public employer) 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 of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____, DAY OF _____, 20__

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV / Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

EXHIBIT “E”

SAMPLE ITEMIZATION OF TASKS FOR DESIGN SCHEDULE

This exhibit is intended to be illustrative of the itemization of tasks Owner requires in the Design Schedule. Nothing herein shall be deemed or construed to limit the Design/Builder’s duties to the tasks identified in this exhibit. Illustrative tasks include, without limitation, the following as applicable to the Project:

Notice to Proceed

Project Kick-Off Meeting

PRELIMINARY CONSULTATION

As-built Documentation/Building Space Survey
MEP Analysis/Investigation
Needs Assessment
Code Review
Utilities Review
Program/Planning Work Sessions
Preliminary Presentation
Final Submission
Owner Review & Approval
Notice to Proceed
Soil Borings
Survey

PRELIMINARY DESIGN

Document Preparation
Finalize Site Architectural Plan
Finalize Conceptual Floor Plans
GDOE Preliminary Submittal
GDOE Preliminary Approval
Civil Documents
Landscape Conceptual Plan
LDP Submittal
LDP Approval
Architectural Plans (Renovations & Addition)
Preliminary Interiors Selections
Interiors Presentation to Owner
Incorporate Owner’s Comments Interiors
Structural
MEP
Preliminary Cost Estimate
Outline Specifications
Quality Control Review
Fire Marshal Review
Submit Preliminary Design to Owner
Review Documents w/Owner
Incorporate Owner Comments
Notice to Proceed to Construction Documents
GDOE Check Set Submittal
GDOE Check Set Approval

CONSTRUCTION DOCUMENTS

- Document Preparation
- Final Civil Documents
- Architectural Plans
- Structural
- MEP
- Specifications
- Coordination of Documents
- Quality Control Review
- Final Cost Estimate
- Submit C.D. Documents to Owner
- Review Documents w/Owner
- Incorporate Owner Comments

BUILDING PERMIT

- GDOE Final Submission
- Submit for Building Permit
- GDOE Final Approval
- Building Permit/LDP
- Incorporate Permit Review comments

BID/NEGOTIATIONS

- Bid Period
- Pre-Bid Conference
- Negotiations & Award
- Begin Construction

EXHIBIT “F”

MINIMUM REQUIREMENTS FOR DESIGN/BUILDER’S SCHEDULE OF CONSTRUCTION

PART 1 - GENERAL

- 1.1 **DEFINITIONS.** For purposes of this Exhibit, the following terms shall have the meanings set forth below.
- A. **Activity:** A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
 - B. **Cost Loading:** The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total portion of the Contract Price allocated to the Work, unless otherwise approved by Owner.
 - C. **CPM:** Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the project.
 - D. **Critical Path:** The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall project duration and contains no float.
 - E. **Event:** The starting or ending point of an activity.
 - F. **Float:** The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to Owner.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
 - G. **Fragnet:** A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
 - H. **Major Area:** A story of construction, a separate building, or a similar significant construction element.
 - I. **Milestone:** A key or critical point in time for reference or measurement.
 - J. **Network Diagram:** A graphic diagram of a network schedule, showing activities and activity relationships.
 - K. **Resource Loading:** The allocation of manpower and equipment necessary for the completion of an activity as scheduled.
- 1.2 **SUBMITTALS**
- A. **Preliminary Schedule of Construction:** Submit two opaque copies.

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

1.3 QUALITY ASSURANCE

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

1.4 COORDINATION

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

PART 2 - PRODUCTS

2.1 DESIGN/BUILDER'S SCHEDULE OF CONSTRUCTION, GENERAL

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

- b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 - 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
 - 8. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - i. Structural completion.
 - j. Permanent space enclosure.
 - k. Completion of mechanical installation.
 - l. Completion of electrical installation.
 - m. Substantial Completion.
 - 9. Other Constraints: Show the effect of any additional constraints.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Commencement Date, Substantial Completion, and Final Completion and interim milestones required by Owner, if any.
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
- 1. Design/Builder shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Owner's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, project record documents, and demonstration and training (if applicable), in an appropriate amount.
 - 2. Each activity cost shall reflect an accurate value subject to objection by Owner.
 - 3. Total cost assigned to activities shall equal the total portion of the Contract Price allocated to the Work.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

- 1. Use software, version and operating system required by Owner.

2.2 DESIGN/BUILDER'S SCHEDULE OF CONSTRUCTION (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: Submit diagram within 7 days of date established for commencement of the Work. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Design/Builder's Schedule of Construction using a computerized, cost-loaded and resource-loaded, time-scaled CPM network analysis diagram for the Work.
 - 1. Submit CPM schedule within 15 days after date established for commencement of the Work.
 - n. Failure to include any Work item required for performance of this Contract shall not excuse Design/Builder from completing all Work within applicable completion dates.
 - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. If applicable, work by Owner that may affect or be affected by Design/Builder's activities.
 - i. Testing and start up.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 - 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
 - 1.
 - 2. Design/Builder or subcontractor and the Work or activity.
 - 3. Description of activity.
 - 4. Principal events of activity.
 - 5. Immediate preceding and succeeding activities.
 - 6. Early and late start dates.
 - 7. Early and late finish dates.
 - 8. Activity duration in workdays.
 - 9. Total float or slack time.
 - 10. Average size of workforce.
 - 11. Dollar value of activity (coordinated with the Schedule of Values).

- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 - 1. Identification of activities that have changed.
 - 2. Changes in early and late start dates.
 - 3. Changes in early and late finish dates.
 - 4. Changes in activity durations in workdays.
 - 5. Changes in the critical path.
 - 6. Changes in total float or slack time.
 - 7. Changes in the Contract Time.

- G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
 - 1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
 - 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
 - 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
 - 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

PART 3 - EXECUTION

3.1 DESIGN/BUILDER'S SCHEDULE OF CONSTRUCTION

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
 - 1. In-House Option: Owner may waive the requirement to retain a consultant if Design/Builder employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

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

END OF EXHIBIT

EXHIBIT "G"

PARTIAL WAIVER AND RELEASE OF CLAIM RIGHTS

PROJECT: OWNER: DeKalb County Board of Education

DESIGN/BUILDER:

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

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

The undersigned further acknowledges receipt of all sums due pursuant to prior pay requests and warrants that all persons employed by the undersigned and all persons supplying materials and/or renting equipment to the undersigned have been paid in full.

DATED: _____

FIRM: _____

BY: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public

My commission expires:

____/____/____

EXHIBIT "H"

**FORM OF CONSENT OF SURETY TO
REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE**

TO OWNER:
DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084

PERFORMANCE BOND NO.:
PAYMENT BOND NO.:

CONTRACT FOR:

PROJECT:
[Name and address]

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Design/Builder as indicated above,

[insert name and address of Surety]

Surety, on bond of _____,
[insert name and address of Design/Builder]

Design/Builder, hereby approves the reduction in or partial release of retainage to the Design/Builder as follows:

The Surety agrees that such reduction in or partial release of retainage to the Design/Builder shall not relieve the Surety of any of its obligations to the DeKalb County Board of Education as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: _____

SURETY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

ATTEST: _____
[SEAL]

Note: Original Current Power of Attorney with Current Certificate Shall Be Attached Hereto.

EXHIBIT "I"

**FORM OF
DESIGN/BUILDER'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**

STATE OF: _____
COUNTY OF: _____

This Design/Builder's Affidavit of Payment of Debts and Claims is for the Contract dated

_____, for design and construction of _____,
[Insert Project Description]

between _____ ("Design/Builder") and the DeKalb County Board of Education ("Owner").

As to said Contract, the undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Design/Builder for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

DESIGN/BUILDER:
(Name and Address)

By: _____
(signature of authorized representative)

(printed name and title)

Subscribed and sworn to before me on this
____ day of _____, ____.

Notary Public

My Commission Expires:
____/____/____

EXHIBIT "J"

FINAL WAIVER AND RELEASE OF CLAIM RIGHTS

PROJECT: OWNER: DeKalb County Board of Education

DESIGN/BUILDER:

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

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

The undersigned further acknowledges receipt of all sums due pursuant to prior pay requests and warrants that all persons employed by the undersigned and all persons supplying materials and/or renting equipment to the undersigned have been paid in full.

DATED:_____ FIRM:_____

BY:_____

TITLE:_____

STATE OF _____

COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public

My Commission expires:

____/____/____

EXHIBIT "K"

**FORM OF
DESIGN/BUILDER'S AFFIDAVIT OF RELEASE OF CLAIMS**

STATE OF: _____
COUNTY OF: _____

This Design/Builder's Affidavit of Release of Claims is for the Contract dated _____, for
design and construction of _____,
[Insert Project Description]

between _____ ("Design/Builder") and the DeKalb County Board of Education
("Owner").

As to said Contract, the undersigned hereby certifies that to the best of undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Claims attached hereto include the Design/Builder, all Subcontractors, all suppliers of materials and equipment, and all suppliers of Work, labor or services who have or may have claims or the right to assert claims arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

DESIGN/BUILDER:
(Name and Address)

By: _____
(signature of authorized representative)

(printed name and title)

Subscribed and sworn to before me on this
____ day of _____, ____.

Notary Public

My Commission Expires:

____/____/____

EXHIBIT "L"

**FORM OF
CONSENT OF SURETY TO FINAL PAYMENT**

TO OWNER:
DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084

PERFORMANCE BOND NO.:
PAYMENT BOND NO.:

CONTRACT FOR:

PROJECT:
[Name and address]

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Design/Builder as indicated above,

[insert name and address of Surety]

Surety, on bond of _____,
[insert name and address of Design/Builder]

Design/Builder, hereby approves of final payment to the Design/Builder, and agrees that final payment to the Design/Builder shall not relieve the Surety of any of its obligations to the DeKalb County Board of Education as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:_____

SURETY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

ATTEST: _____
[SEAL]

Note: Original Current Power of Attorney with Current Certificate Shall Be Attached Her

EXHIBIT “M”

ADDITIONAL REQUIREMENTS

1. The Owner shall have the right, but not the obligation, to interview the design and management staff assigned to this Project. (Management and design staff shall have experience in school construction.)
2. The Design/Builder shall hold a job site progress meeting at least once every two weeks, once site work begins.
3. The Design/Builder shall provide the Owner with all final drawings on computer disk in AutoCAD version 2000, or scanned onto magnetic media that can be accessed by AutoCAD 2000.
4. The Design/Builder shall provide the Owner with 11” X 17” prints of the final site plan/grading plan, staking plan, and overall floor plan.
5. The Design/Builder shall file and review all plans with the DeKalb County Building Department, Development Department, and Fire Marshal, and incorporate all review comments on the plans prior to submitting Detailed Design plans to Owner. (Development review is very specific and extensive and can take six weeks or more.)
6. Periodic field visitations shall be made during construction by all of the consultants retained for this Project to observe the implementation of their specific discipline and the Design/Builder shall require each consultant to generate a written report of each visit. The Design/Builder shall provide the Owner with copies of such written reports as promptly as possible and in any event not later than 5 days after each such visit.
7. Final inspections and punch lists shall be made by each of the consulting engineers, as well as the Design/Builder. The Design/Builder shall provide the Owner with copies of the punch lists and any other written reports from these visits as promptly as possible and in any event not later than 3 days after each such visit.
8. The maximum drawing sheet size shall be 30” X 42”.
9. The Design/Builder shall include up to two storm water detention ponds as part of the basic design package, if appropriate.
10. The Design/Builder’s plans and services shall be all-inclusive in complying with the requirements of the State Department of Education, the ordinances and codes of the DeKalb County Government and any other applicable laws, including without limitation the requirement of weekly erosion control inspections and reports and the preparation of plans and notices required for the State Department of Natural Resources Storm Water Discharge Permits.
11. The Design/Builder shall provide an Asbestos Statement of Declaration per the Exhibit “M-1” included with this Exhibit “M,” or in such other form as may be required by the Owner or the Georgia Department of Education.

EXHIBIT "M-1"

**ASBESTOS EXCLUSION CERTIFICATION FORM
(NEW CONSTRUCTION & ADDITIONS ONLY)**

In compliance with AHERA Part 763 "Asbestos", Subpart E "Asbestos Containing Materials in Schools", Section 763.99 "Exclusions" paragraph (a)(7), I _____
(Architect)

of record for _____,
(Project Name) (Substantial Completion Date)

located in _____,
(School System Name) (State Project Number)

certify that to the best of my knowledge no Asbestos Containing Building Material (ACBM) was specified as a building material in any construction document, nor was any ACBM building material installed on this project.

(Architectural Firm)

(Signature of Architect)

(Date)

(Georgia Architectural License Number)

(Seal and Signature)

Appendix G4

**STANDARD FORM OF CONTRACT
FOR FIXED PRICE
DESIGN AND CONSTRUCTION SERVICES
BETWEEN
THE DEKALB COUNTY BOARD OF EDUCATION
AND
THE DESIGN/BUILDER
(STATE CAPITAL OUTLAY PROJECTS)**

Design/Builder: _____

Project Name: Oak View Elementary School

Address: 3574 Oakvale Road
Decatur, GA 30034

Cost Code: TBD

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STANDARD FORM OF CONTRACT FOR FIXED PRICE DESIGN AND CONSTRUCTION SERVICES

This STANDARD FORM OF CONTRACT FOR FIXED PRICE DESIGN AND CONSTRUCTION SERVICES BETWEEN THE DEKALB COUNTY BOARD OF EDUCATION AND THE DESIGN/BUILDER (the "Agreement") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and _____ (the "Design/Builder"). This Agreement is executed under seal and shall be effective on the date executed by the last party to execute it.

This Agreement is for the design and construction of a project identified as:

_____ (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Design/Builder agree as follows:

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

(A) The Contract: The Contract between Design/Builder and Owner, of which this Agreement is a part, consists of the Contract Documents. The Contract shall be effective on the date this Agreement is effective.

(B) The Contract Documents: The Contract Documents consist of this Agreement, all exhibits hereto, Division 1-General Requirements, the Owner's Criteria, any addenda issued by the Owner prior to execution of this Agreement, all Design Documents prepared by or on behalf of Design/Builder and approved by Owner in accordance with this Agreement, Change Orders and Field Orders issued hereafter, any other written amendments executed by Owner and Design/Builder, as well as the following (if any):

all of which are hereby incorporated herein by reference and made a part hereof. The Design/Builder shall create and provide to Owner a list of Design Documents approved by Owner in accordance with this Agreement (the "Design Document List"). The Design/Builder shall include in the Design Document List only those Design Documents that have been approved by Owner in accordance with this Agreement. The Design/Builder shall provide the Design Document List to Owner as and when Design Documents are approved by Owner in accordance with this Agreement, and Design/Builder shall update the Design Document List and provide such updates to Owner as and when Owner approves additional Design Documents, if any, from time to time.

(C) Enumerated Documents Form Entire Contract: Documents not specifically enumerated in Paragraph 1(B) of this Agreement including, without limitation, shop drawings, coordination drawings and submittals of other design documents which are not on the Design Document List, are not Contract Documents.

(D) Complete Agreement: The Contract, together with Design/Builder's and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between Owner and Design/Builder with reference to the Project. The Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties with respect hereto.

(E) Contract Interpreted As A Whole: The Contract is intended to be an integral whole and shall be interpreted as internally consistent. Design Services or Work required by any page, part, or portion of the Contract shall be required.

(F) Provision Of All Things Required: Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by Design/Builder for the Contract Price.

(G) Privity Only With Design/Builder: Nothing contained in the Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between Owner and any person except Design/Builder.

(H) Agreed Interpretation Of Contract Terms: When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. Headings are used herein solely for convenience.

(I) Term "Include" Intended To Be Encompassing: "Include," "includes," or "including," as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation".

(J) Use Of Singular And Plural: Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

(K) Definition Of Material Breaches Not Exhaustive: The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

(L) Order of Precedence: In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents which make up this Contract, interpretation will be based on the following priority, from the highest to the lowest:

- (1) With those of later date having precedence over those of earlier date, Change Orders, (if any), that are signed by both parties to this Agreement and any other written amendments, (if any), that are signed by both parties to this Agreement;
- (2) Addenda, (if any), with those of later date having precedence over those of earlier date;
- (3) This Agreement;
- (4) Supplemental or Special Conditions (if any);
- (5) Specifications;
- (6) Plans, with the following priority:

- (a) As between figures given on plans and scaled measurements, the figures shall govern;
- (b) As between large scale plans and small scale plans, the large scale plans shall govern;
- (7) Owner's Criteria; and
- (8) Design/Builder's Proposal dated _____ (if any).

(M) Conflict in Quality or Standards. Notwithstanding anything in Paragraph 1(L) above to the contrary, if the Contract Documents contain differing provisions on the same subject matter, the provisions that establish the higher quality manner or method of performing the Work or use more stringent standards will prevail. Additional details in a lower priority of Contract Documents shall be given effect except to the extent they irreconcilably conflict with requirements, provisions and practices contained in the higher priority Contract Document. If the Contract Documents contain differing provisions on the same subject matter that cannot be reconciled by applying the foregoing rules, then the provisions (whether setting forth performance or prescriptive requirements) contained in the document of higher order of precedence shall prevail over the provisions (whether setting forth performance or prescriptive requirements) contained in the document of lower order or precedence.

(N) Conflicts with Respect to Owner's Criteria and/or Design/Builder's Proposal: If the Owner's Criteria (as defined in Paragraph 5(B) hereof) set forth, or if Design/Builder's proposal includes, requirements, statements, offers, terms, concepts or designs that can be reasonably interpreted as requirements (in the case of Owner's Criteria) or offers (in the case of Design/Builder's Proposal) to provide higher quality items than otherwise required by the other Contract Documents or to perform services or meet standards in addition to or better than those otherwise required, or otherwise contains terms or designs which are more advantageous to Owner than the requirements of the other Contract Documents, as reasonably determined by Owner, then Design/Builder's obligations hereunder shall include compliance with all such requirements, statements, offers, terms, concepts and designs; provided, however, that should Design/Builder specifically identify and bring to Owner's attention in writing such conflict and specifically reference this Paragraph 1(N) of this Agreement, then Owner may, after reference thereto, select such lesser standards or requirements.

(O) Owner Includes Owner's Representative: Except for the Owner's right to issue Change Orders and except for the Owner's right to execute other written amendments and except for the Owner's obligation to make payments as set forth herein, the term "Owner" as used in the Contract with regard to any matters of administration of the Contract shall be deemed to be inclusive of the term "Owner's Representative."

ARTICLE 2

DESIGN/BUILDER'S REPRESENTATIONS

(A) Specific Representations: In order to induce Owner to execute this Agreement and recognizing that Owner is relying thereon, Design/Builder, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Agreement or the Contract, or implied by operation of law, makes the following express representations to Owner:

- (1) Design/Builder is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain, licensed to practice architecture and engineering and general contracting, if required by law, by all public entities, and any other governmental authorities, having jurisdiction over Design/Builder or the Project;
- (2) Design/Builder has and will maintain all necessary licenses, permits or other authorizations necessary to act as Design/Builder for the Project until Design/Builder's duties hereunder have been fully satisfied;

(3) Design/Builder has and will maintain the expertise, experience, and knowledge as well as the necessary plant, personnel and financial capability to perform the Design Services and the Work in accordance with the terms of the Contract;

(4) Prior to the execution of this Agreement, Design/Builder has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and Design/Builder has observed and determined the conditions under which the Work will be performed, and Design/Builder accepts the conditions of the Work site and has taken those conditions into account in entering into the Contract;

(5) The Design/Builder will prepare all documents and things required by the Contract including, but not limited to, all contract plans and specifications, in such manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable laws, codes and regulations.

(6) Design/Builder assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors, engineers, subconsultants or others employed or retained by Design/Builder in connection with the Project.

ARTICLE 3

DESIGN SERVICES

(A) Generally: Design/Builder shall perform all Design Services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives stated in the Owner's Criteria and the Contract, including all Design Services necessary for the Project to be permitted, properly constructed by Design/Builder and used, operated and maintained by Owner in accordance with all applicable guidelines, requirements and standards. "Design Services" means any and all architectural, engineering and design services required to be performed by Design/Builder pursuant to the Contract and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services. The Design Services shall be performed within the time provided by the Design Schedule for the performance of Design/Builder's Design Services as provided in Paragraph 3(H) of this Agreement.

(1) The Design Services required of Design/Builder under this Contract do not include, unless otherwise amended to the contrary:

- (a) Flood Plain Study and Delineation;
- (b) Wetlands Study and Delineation;
- (c) Offsite Utility System Design;
- (d) Domestic and Fire Water Wells, Towers or Pressure Booster Systems Design;
- (e) Civil Engineering Services, Studies, Drawings/Specifications required for off-site Road Developments/Improvements required for DeKalb County Public Works or Georgia Department of Transportation;
- (f) Interior Design Services other than color selections.

(2) The Design Services required of Design/Builder under this Contract do include, without limitation, building evacuation plans, site evacuation plans, demolition plans (if demolition is applicable), and any and all other services necessary to provide permissible drawings and specifications.

(B) Owner's Review Of Design Services: Subject to Paragraph 13(G) of this Agreement, Design/Builder shall submit all documents produced as part of the Design Services to Owner's Representative for review and approval in accordance with the terms of the Contract. However, any such review or approval by Owner or Owner's Representative shall not relieve Design/Builder of or otherwise diminish its obligations under the Contract. Owner may direct Design/Builder to make changes to any such documents in order to conform such documents to Owner's objectives. Any such changes by Design/Builder ordered by Owner shall not relieve Design/Builder of its obligations hereunder unless, and only to the extent that, Design/Builder notifies Owner in writing within seven (7) days of receipt

of Owner's directive to make such changes of any adverse impact on schedules, budgets, operational costs, operational performance, satisfaction of regulatory requirements, or other adverse impact that may result from such changes. Failure of Design/Builder to submit its notice within said seven (7) day period shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, the Contract Time, or any combination thereof.

(C) Preparation Of Site Information: Design/Builder shall prepare, as necessary, surveys and topographic information including aerial photographs needed to establish line and grade of sewers, location of property lines and easements. Sewer easements, both construction and permanent, shall be referenced to property lines by field surveys, and plans shall include the location of any improvement as it relates to property lines.

(D) Testing Consultant: The Owner, at its cost, shall retain one or more testing consultants (the "Testing Consultant") to provide, subject to the Owner's Representative's approval of the scope of services to be provided, design phase subsurface investigations, construction phase materials testing, and any special inspections required of Owner by Section 1704 Special Inspections of the Georgia State Minimum Standard Building Code (International Building Code 2000, as amended in Georgia). The services referred to in the immediately preceding sentence may be referred to herein as the "Testing Services." The Testing Consultant shall be chosen by the Owner in its sole and absolute discretion, subject only to applicable law. The Design/Builder hereby agrees with Owner that Design/Builder shall be and is responsible for, not later than the time set forth in the immediately succeeding sentence, submitting to the Owner's Representative specifications for the recommended scope of the Testing Services to be provided by the Testing Consultant. The Design/Builder shall submit to the Owner's Representative such proposed specifications for the recommended scope of Testing Services to be provided by the Testing Consultant sufficiently in advance of the Design/Builder's first need for any Testing Services, allowing ample time for the Owner's Representative to review and for revision if required by the Owner's Representative, and in any event, not later than the earlier to occur of: (i) three weeks after the effective date of this Agreement, or (ii) not less than six (6) weeks in advance of the Design/Builder's first need for any Testing Services. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner's Representative shall review and approve, where appropriate, such recommended scope of Testing Services, or any portion thereof. The Design/Builder hereby agrees to coordinate and cooperate with the Testing Consultant in its providing of such Testing Services as may be approved by the Owner's Representative. Without limiting the generality of the foregoing, the Design/Builder specifically agrees to coordinate with the Testing Consultant so as not to delay performance of the Design Services or the Work. Design/Builder's specifications for such Testing Services shall include, without limitation, all design phase subsurface investigations (sometimes commonly referred to as geotechnical services) and all construction phase materials testing required by any applicable law, rule, regulation, code, ordinance, standards, the Owner's contract with the Testing Consultant, this Contract, or otherwise required by prudent design or construction practice in order to evaluate all pertinent subsurface, or geotechnical, considerations and all pertinent construction materials considerations relating to the design and construction of the Project, and shall include a separate statement of any special inspections required of Owner by Section 1704 Special Inspections of the Georgia State Minimum Standard Building Code (International Building Code 2000, as amended in Georgia). Such services may include, without limitation, subsurface investigations, soil and rock boring and other exploration procedures, sampling, destructive testing, field and laboratory testing or other inspection and testing services, and preparing and submitting boring logs and reports or other logs and reports, during pre-construction and construction. The Design/Builder shall carefully review the Owner's contract with the Testing Consultant. Notwithstanding any approval by the Owner's Representative of the Design/Builder's recommended scope of Testing Services, or any part thereof, in the event that any required Testing Services are beyond the scope of the Owner's contract with the Testing Consultant, or would entail additional cost thereunder, Design/Builder shall consult with Owner's Representative and obtain written direction before the Testing Consultant proceeds to provide such Testing Services. In the event that Design/Builder learns of any errors, omissions, inconsistencies, or other defects in the Testing Services provided by the Testing Consultant, the Design/Builder shall notify the Testing Consultant and the Owner immediately upon learning of same. Design/Builder shall be responsible for designing and constructing the Project in accordance with the analyses and recommendations of the Testing Consultant. The cost of permits and other authorizations, if any, required to perform the Testing Services hereunder shall be paid for by the Design/Builder. For the avoidance of doubt, nothing herein shall be deemed or construed to: (i) require the Owner to pay for any testing services other than Testing Services approved in advance in writing by the Owner's Representative; or (ii) relieve the Design/Builder of any obligation to provide and pay for any required testing services in addition to the Testing Services so approved by Owner's Representative.

(E) Quality Of Design Services: Design/Builder shall be responsible for the professional quality, completeness, accuracy, and coordination of Design Documents. Design/Builder shall provide Design Services that will result in an operationally cost-efficient and economical facility that meets all environmental and regulatory requirements as of the date hereof, and uses the most appropriate available technology. Design/Builder shall provide for all testing and inspections required by sound professional architectural and engineering practices and by governmental authorities having jurisdiction over the Project; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement.

(F) Compliance With Laws And Regulatory Requirements: In providing Design Services and Work, Design/Builder shall comply with the lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. Design/Builder shall design the Project to meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes. Without limiting the generality of the foregoing, the Design/Builder shall comply with all applicable policies, guidelines, standards, rules, regulations, criteria and other lawful requirements of the Georgia Department of Education.

(G) Duty To Correct Errors: Design/Builder shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design Services, Design Documents, and Work.

(H) Schedule Of Design Services: Within seven (7) days of the effective date of this Agreement, Design/Builder shall submit for Owner's Representative's approval the Design Schedule for the performance of Design/Builder's Design Services which shall include allowance for reasonable time required for Owner's Representative's review of submissions and for approvals of authorities having jurisdiction over the Project. The Design Schedule shall be presented in whatever format, with such detail, and backed up with whatever supporting information the Owner requests. At a minimum, the Design Schedule shall include the design milestones set forth in this Agreement and shall include itemized tasks, separated by project phase if applicable, substantially as set forth in Exhibit "E" attached hereto and incorporated herein by reference, and shall include for each task: duration, start date, finish date, percentage completion, and a bar chart calendar. Critical tasks and interrelation of tasks shall be shown. The Design Schedule, when approved by Owner's Representative, shall not, except for good cause, be exceeded by Design/Builder. Not less frequently than monthly (unless the parties otherwise agree in writing) Design/Builder shall update the Design Schedule to show actual progress and provide a copy to the Owner. Should Design/Builder at any time during the course of performing the Contract, have any reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify Owner's Representative in writing. In such notice, Design/Builder shall state the reason for the delay including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. Failure of Design/Builder to submit such notice shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, the Contract Time, or any combination thereof. All extensions of time shall be governed by Articles 16 and 17 of this Agreement. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner's Representative shall review and approve, where appropriate, the Design Schedule, or any portion thereof. Strict compliance with the requirements of this Paragraph 3 (H) shall be a condition precedent to payment to the Design/Builder, and failure by the Design/Builder to strictly comply with said requirements shall constitute a material breach of this Agreement.

ARTICLE 4

PRELIMINARY CONSULTATION AND PROJECT ANALYSIS

(A) Determining The Project Objectives: Prior to the preparation of the Preliminary Design as required by Article 5 below, Design/Builder shall first consult in detail with Owner, and shall carefully analyze any information furnished by Owner concerning requirements of the Project, which may include, but is not limited to, the Owner's policies, purposes, concepts, objectives, desires, and any design, construction, scheduling, budgetary or operational Project needs, restrictions, requirements, limitations, and objectives, as well as the Owner's Criteria. As used in this Agreement, the term "Owner's Criteria," means the following documents and things provided by the Owner:

- (1) DCSD Design Guidelines for Construction issued April 4, 2018 (51 pages).;
- (2) Owner's Preliminary Program Narrative;
- (3) Site Layout;
- (4) Division 1 – General Requirements;
- (5) the following additional documents and things (if any):

- (6) specifically including, without limitation, any requirements contained in or reasonably inferable from any one or more of the foregoing documents and things.

In addition to, and not in limitation of, any other requirements of the Contract, the Design/Builder specifically acknowledges and agrees that the quality of the Project, the Design Services and the Work, in all respects including without limitation finishes, shall be not less than that of _____ located at _____.

(B) Report On Project Requirements And Objectives: Based on its study and analysis, and no later than ____ (__) days after the effective date of this Agreement, Design/Builder shall prepare and submit to Owner a written report detailing Design/Builder's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems or recommendations which may result from said requirements. The written report of Design/Builder shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. Design/Builder shall review such report with Owner and shall implement such changes as Owner may require as provided in Paragraph 3(B) of this Agreement.

ARTICLE 5

PRELIMINARY DESIGN

(A) Time For Preliminary Design: After reviewing with Owner the written report required by Paragraph 4(B) above, agreeing upon any proposed solutions to identified problems resulting from the requirements of the Project, and in any event not later than _____ (__) days after the effective date of this Agreement, the Design/Builder shall prepare and submit to Owner's Representative a Preliminary Design for the Project.

(B) Contents Of Preliminary Design: The Preliminary Design shall address all requirements of the Project and shall include, without limitation, the following:

- (1) Preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character of each building structure;
- (2) Preliminary drawings which illustrate each exterior view of the Project;
- (3) Preliminary drawings which illustrate a floor plan for each room, office, and functional area of the Project and the dimensions thereof;
- (4) Written preliminary specifications, together with preliminary drawings, if and as necessary or useful to the Owner, of the architectural, electrical, mechanical, structural and, if relevant, other systems to be incorporated into the Project;

(5) A written description of the materials and equipment to be incorporated into the Project and the location of same;

(6) Any other documents or things required or appropriate to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Owner's Criteria and the Contract.

(C) To Be Reviewed With Owner: Design/Builder shall review with Owner the Preliminary Design and shall incorporate any changes ordered by Owner with respect to said Preliminary Design or with respect to the requirements of the Project.

(D) Authorization To Proceed With Detailed Design: After satisfactory review, subject to the provisions of Paragraph 13(G) of this Agreement, of the Preliminary Design and incorporation of any changes or alterations authorized or directed by the Owner with respect to the Preliminary Design or with respect to Owner's Criteria, as and if modified, Owner's Representative shall authorize Design/Builder in writing to commence preparing the Detailed Design, or such part thereof as directed by Owner.

ARTICLE 6

DETAILED DESIGN

(A) Time For Preparation: Not later than _____ () days after Owner's Representative has authorized Design/Builder to commence with the Detailed Design as provided in Paragraph 5(D) above, Design/Builder shall prepare and submit to Owner's Representative the complete Detailed Design. Where appropriate, stages of design may be approached in phases, subject to approval of the Owner.

(B) The Detailed Design: The Detailed Design shall include all Design Documents which shall describe with specificity all systems, elements, details, components, materials, equipment, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally and legally usable for their intended purpose. The Detailed Design shall be accurate, coordinated and in all respects adequate for construction and shall be in strict conformity, and strictly comply, with all applicable law, codes and regulations, and with all standards, criteria (including the Owner's requirements for the Project), and memoranda of policy furnished by the Owner. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the Owner. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner's Representative shall review and approve, where appropriate, the Design Documents, or any portion thereof.

(C) Design Documents: "Design Documents" means all the design documents provided by or on behalf of Design/Builder and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design/Builder. The specifications shall include, without limitation, the Division 1-General Requirements provided by the Owner, and the specifications shall be in such word processing format as required by the Owner.

(D) Signature and Seal: All plans and specifications shall bear the signature and seal of an architect, duly licensed and registered in the State of Georgia. Such architect must: (i) be a Qualifying Officer of the Design/Builder, or (ii) be one of the joint venture partners forming the Design/Builder if the Design/Builder is a joint venture, or (iii) be a Qualifying Officer of one of the joint venture partners forming the Design/Builder if the Design/Builder is a joint venture, or (iv) be a Subcontractor or a Qualifying Officer of a Subcontractor. As used in the immediately preceding sentence, the term "Qualifying Officer" means a director, in the case of a corporation, or a partner in the case of a partnership, or a member, in the case of a limited liability company, or an employee with an ownership interest who has been designated in writing as holding a position of authority within the entity which authorizes him or her to direct

the architectural services offered by that entity. Civil, survey, structural, electrical, and mechanical plans and specifications shall bear the signature and seal of the respective engineer, duly licensed and registered in the State of Georgia. Two complete sets of all plans and specifications, properly signed and sealed, shall be furnished to the Owner.

(E) Calculation and Verification: The Design/Builder is responsible for the calculating in detail of all structural, mechanical and electrical work including, but not limited to, the furnishing to the Owner of life-cycle-costing and energy consumption analyses for the purpose of ascertaining and verifying (i) adequacy and correctness of equipment specified or shown on the plans and (ii) that the plans and specifications do not violate sound and accepted engineering principles; and

(1) to confirm that there has been ample provision in the entire structural system for expansion and contraction, including but not limited to, building frames, the roof system, gravel stops, gutters, roof expansion joints, metal flashing and metal counterflashing, roof decks, and masonry walls; and

(2) to confirm that there has been ample provision in the mechanical work for expansion and contraction.

(F) Free From Leaks: The Design/Builder shall design all buildings in such manner that, if such buildings are constructed in accordance with the Contract, such buildings will be free from leaks.

(G) No Calculated Risks: The Design/Builder agrees that budgetary limitations are not a justification for breach of sound principles of architectural and engineering design. The Design/Builder shall take no calculated risks in the design of the Work. The Design/Builder agrees to design and construct the Project for the Contract Price without disregarding sound principles of design.

(H) Compliance with Laws; Approvals. The Design/Builder agrees to comply with all applicable federal, state and local laws, codes and ordinances in the design of the Project specifically including, but not limited to, all applicable Georgia Department of Education rules and guidelines. The Design/Builder shall make required submittals in a timely manner to GaDOE's Facility Services Unit, and shall respond to GaDOE's Facility Services Unit review report comments in a timely fashion so as to ensure that the review process may proceed orderly, efficiently and does not impede the Project or the Work.

ARTICLE 7

CONSTRUCTION SERVICES

(A) General Intent: Design/Builder shall perform all Work necessary to construct the Project in accordance with the Contract and to render the Project and all its components operational and functionally and legally usable for their intended purpose.

(B) Work Defined: The term "Work" shall mean whatever is done by or required of Design/Builder to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following:

(1) Construction of the whole and all parts of the Project in full and strict conformity with the Contract;

(2) The provision and furnishing, and prompt payment therefor, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;

(3) The procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;

- (4) The creation, and submission to Owner upon Final Completion, of detailed and comprehensive as-built drawings in such format as Owner may require depicting all as-built construction;
- (5) The furnishing of any required surety bonds and insurance as required by the Contract or by law;
- (6) The furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design/Builder; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement;
- (7) The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 9 below.

ARTICLE 8

TIME FOR CONSTRUCTION: THE CONTRACT TIME

(A) Notice Of Commencement: After Owner has approved the Design Documents, or any phase thereof pursuant to Paragraph 6(A) of this Agreement, for the Detailed Design, Owner's Representative shall issue a notice to commence the Work directing Design/Builder to proceed with the Work, or any phase thereof pursuant to Paragraph 6(A) of this Agreement, on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least ten (10) days prior to the respective Commencement Date.

(B) Time For Completion: Design/Builder shall commence the Work, or any phase thereof pursuant to Paragraph 6(A) of this Agreement, on the respective Commencement Date, and the Work shall be carried out regularly and without interruption, and shall vigorously prosecuted to completion. Design/Builder shall substantially complete all of the Work (the "Scheduled Completion Date") not later than _____ (_____) calendar days from the effective date of this Agreement. The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". Design/Builder shall achieve Final Completion of the Work no later than thirty (30) calendar days after achieving Substantial Completion.

(C) Liquidated Damages For Delay In Substantial Completion: Design/Builder shall pay Owner for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the Scheduled Completion Date the sum indicated in Exhibit "B" attached hereto and by reference made a part hereof. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Substantial Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Substantial Completion. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

(D) Liquidated Damages For Delay In Final Completion: If Design/Builder fails to achieve Final Completion within thirty (30) days of the date of Substantial Completion, Design/Builder shall pay Owner one-tenth (1/10) of the sum indicated in Exhibit "B" per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Final Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance

hereunder for matters other than delays in Final Completion. When Owner reasonably believes that Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Final Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

(E) Time Is Of The Essence: All limitations of time set forth herein are material and time is of the essence of the Contract.

ARTICLE 9

ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN/BUILDER

(A) Design/Builder To Perform All Work Required By The Contract: The intent of the Contract is to require complete, correct and timely execution of the Design Services and the Work. Any and all Design Services and Work that may be required, reasonably implied or reasonably inferred by the Contract, or any part of it, as necessary to produce the intended result shall be provided by Design/Builder in accordance with Article 10 of this Agreement and without increase to the Contract Price.

(B) Strict Compliance With The Contract Documents: All Work performed by Design/Builder shall be in strict compliance with the Contract. "Substantial compliance" is not strict compliance. Any Work not in strict compliance with the Contract is defective.

(C) Supervision Of The Work: The Work shall be strictly supervised and directed using Design/Builder's best and highest skill and effort, Design/Builder bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of Design/Builder.

(D) Warranty Of Workmanship And Materials: Design/Builder warrants and guarantees to Owner that all labor furnished under the Contract will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only first-class results in strict compliance with the Contract, that materials and equipment furnished will be of high quality and new, and that the completed Work will be complete, of high quality, free from faults and defects and in strict conformance with the Contract. Any and all Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Design/Builder's warranty.

(E) Special Guarantees and Warranties and Commencement Of Guarantee And Warranty Periods: The Design/Builder shall provide any and all specific or special warranties or guarantees of materials, equipment, items, systems and other things as required elsewhere in this Contract. Special or specific guarantees and warranties which are required by the Contract to run for a fixed period of time shall commence running on the date of Substantial Completion of all the Work.

(F) Design/Builder's Schedule Of Construction: Design/Builder, within fifteen (15) days after the Commencement Date, (for the avoidance of doubt, if the Detailed Design is approved in phases pursuant to Paragraph 6(A) of this Agreement, then "Commencement Date" as used in this sentence shall mean the one earliest date that is a Commencement Date for any such phase of Work) shall submit to Owner's Representative, for its information, and comply with, Design/Builder's Schedule of Construction for completing the Work by the Scheduled Completion Date. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to Owner. The Schedule of Construction shall be revised at least monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to Owner's Representative. In addition to, and not in limitation of, any other requirements of the Contract, the Design/Builder shall comply with the requirements of Exhibit "F," Minimum Requirements for Design/Builder's Schedule of Construction, attached hereto and incorporated herein by reference. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Design/Builder, and failure to strictly comply with said requirements shall constitute a material breach of the Contract.

(G) Record Copy Of Contract Documents: Design/Builder shall continuously maintain at the site, for the benefit of Owner, an updated copy of the Contract Documents, including one record copy of the Plans and Specifications marked to record on a current basis changes, selections and modifications made during construction. Additionally, Design/Builder shall maintain at the site, for the benefit of Owner, a copy of all shop drawings, product data, samples, and other submittals. All of these items shall be available to the Owner at all regular business hours and shall be the property of Owner.

(H) Review And Approval Of Submittals: Design/Builder shall review, study, and approve, or take other necessary action upon all shop drawings, product data, samples, and other submittals to ensure that the Project will be constructed in a timely fashion in strict compliance with the Contract.

(I) Owner's Option To Review Submittals: Owner shall, in its discretion, have the right to review and approve submittals by the Owner's Representative, and if Owner so elects, Design/Builder shall not perform any portion of the Work as to which Owner has required submittal and review until such submittal has been approved by Owner's Representative. All Work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. Approval of submittals by Owner or Owner's Representative, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract nor shall such approvals relieve Design/Builder of any of its responsibilities or warranties under the Contract. If Owner elects to review submittals, Owner shall have no duty to review partial or incomplete submittals and Design/Builder shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Design/Builder shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to Owner's Representative. Shop drawings and other submittals from Design/Builder are not Contract Documents and do not constitute a part of the Contract. Their purpose is to demonstrate the way by which Design/Builder 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.

(J) Procurement And Review Of Warranties: Design/Builder shall procure from all Subcontractors and Suppliers and shall transmit to Owner, all warranties required by the Contract. Design/Builder shall review all such warranties and shall certify to Owner that the warranties are in strict compliance with the requirements of the Contract.

(K) Procurement Of Operations And Maintenance Documentation: Design/Builder shall prepare or procure and shall transmit to Owner all documentation required by the Contract regarding the operation and recommended maintenance programs relating to the various elements of the Work.

(L) As-Built Drawings: Upon Final Completion of the Work, or upon Owner's request, all of the documents described in Paragraph 9(G) shall be finally updated and delivered to the Owner and shall be the property of the Owner. Such as-built drawings shall be complete and, except as specifically noted, shall reflect performance of the Work in strict compliance with the requirements of the Contract.

(M) Compliance With Labor Laws: Design/Builder shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

(N) Testing, Inspections, And Approvals: Design/Builder shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project, and shall assume the cost of such tests and testing; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement. Design/Builder shall submit certified results of such tests to Owner's Representative. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be specifically inspected, tested, or approved, Design/Builder shall assume full responsibility therefor, pay all costs in connection therewith and furnish to Owner's Representative the required certificates of inspection, testing or approval; provided, however, that Owner shall pay the cost of approved Testing Services as set forth at Paragraph 3(D) of this Agreement.

(O) Owner's Regulations And Applicable Laws: Design/Builder shall, during the course of the Design Services and Work, comply with any regulations or guidelines prescribed by Owner. Design/Builder warrants that it will

comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Design/Builder in connection with the Work to be performed under the Contract.

(P) Compliance With Construction Regulations: Design/Builder shall perform the Design Services and Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Design/Builder, and Design/Builder shall indemnify and hold Owner harmless from all loss, damages, and expense, including attorney's fees, resulting from any such violation or alleged violation.

(Q) Permits, Licenses And Notices: All construction and building permits, licenses, fees and authorizations necessary for the design or construction of the Project shall be secured and paid for by Design/Builder. Design/Builder shall notify Owner's Representative when it has received said permits, licenses and authorizations and upon receipt shall supply Owner with copies of same. The originals of said permits, licenses and authorizations shall be delivered to Owner upon completion of the Work, and receipt of such documents by Owner shall be a condition precedent to final payment. Design/Builder shall also give and maintain any and all notices required by applicable laws pertaining to the design or construction of the Work.

(R) Conditions To Site Access: While on Owner's property, all Design/Builder's employees and Subcontractors shall confine themselves to areas designated by Owner's Representative and will be subject to Owner's badge and pass requirements, if any, in effect at the site of the Work.

(S) Site Safety And Security: Design/Builder shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Design/Builder shall at all times safeguard Owner's property and employees from injury or loss in connection with the performance of the Contract. Design/Builder shall at all times safeguard and protect its own partially or completely finished Work and that of the adjacent property and all adjacent work from damage. Design/Builder shall protect Owner's equipment, apparatus, machinery, and other property and all adjacent work with boarding and other safeguards so as to keep the premises free from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Work.

(T) Repair Of Collateral Damages: Unless otherwise instructed by Owner, Design/Builder shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Design/Builder's performance of the Work, all without additional cost to Owner.

(U) Cleaning The Site: Design/Builder shall keep the site reasonably clean during performance of the Work. Upon Final Completion of the Work, Design/Builder shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Design/Builder's property therefrom.

(V) Owner's Access To Work: At all times relevant to the Contract, Design/Builder shall provide access to the Work to Owner and its designees without formality or other procedure.

(W) Decisions Regarding Aesthetic Effect: Owner's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Contract.

(X) Design/Builder To Remain An Independent Contractor: In the performance of the Contract, Design/Builder's status as an independent contractor shall not be modified or diminished by reason of any instructions issued by Owner or Owner's Representative to Design/Builder or any of Design/Builder's employees, Subcontractors, or representatives.

(Y) Design/Builder Representations and Warranties: Design/Builder hereby represents and warrants to Owner, as follows:

- (1) During all periods necessary for the performance of the Work, Design/Builder and its Subcontractors and consultants shall maintain all required authority, license status, professional ability, skills and capacity to perform the Work.
- (2) Prior to the execution hereof, Design/Builder has evaluated the constraints affecting design and construction of the Project and has reasonable grounds for believing and does believe that the Project can be designed and built within such constraints.
- (3) All Work furnished by Design/Builder will be performed by or under the supervision of persons who hold all necessary, valid licenses to practice in the State of Georgia, by personnel who are skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the Contract Documents and who shall assume professional responsibility for the accuracy and completeness of the Design Documents.
- (4) As of the date hereof, Design/Builder has disclosed to Owner in writing all organizational conflicts of interest of Design/Builder and/or its proposed Subcontractors or consultants.
- (5) As of the date hereof, neither Design/Builder nor any of its principal executive officers are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by and federal agency or by any department, agency or political subdivision of the State of Georgia.

ARTICLE 10

CONTRACT PRICE

(A) Contract Price: Owner shall pay, and Design/Builder shall accept, as full and complete payment for the Design Services, the performance of all the Work required by the Contract, and the performance of all requirements of this Agreement, the fixed price of _____ Dollars (\$_____). The price set forth in the preceding sentence is referred to herein as the "Contract Price". The Contract Price shall not be modified unless all conditions precedent to a change in the Contract Price have been satisfied, including the execution of a Change Order in accordance with the requirements of this Agreement.

ARTICLE 11

PAYMENT OF THE CONTRACT PRICE

(A) Payment Procedure: Owner shall pay the Contract Price to Design/Builder in accordance with the procedures set forth in this Article 11.

(B) Allocation Of Contract Price: The Contract Price shall be allocated between the Design Services and the Work as follows: _____ percent (____%) of the Contract Price shall be allocated to the Design Services, and _____ percent (____%) of the Contract Price shall be allocated to the Work. That portion of the Contract Price allocated to the Design Services may be referred to herein below as the "Design Services Allocation."

(C) Payment For Design Services: The amount of the Contract Price allocated to the Design Services shall be paid based upon Design/Builder's achievement of each of the design milestones described below. Upon achievement of each of the design milestones described below, Design/Builder shall submit a Pay Request. Design pay requests shall be in such form and manner, and with such supporting data and content as Owner may require. In its Pay Request for Design Services, Design/Builder may request payment for _____ percent (____%) of the value allocated for such Design Services as provided in the following table:

<u>Design Milestone</u>	<u>Value Allocated, Expressed As A Percentage of the Design Services Allocation</u>
Preliminary Consultation, Project Analysis, and Report	_____ %
Preliminary Submittal to Department of Education	_____ %
Preliminary Design Submittal to Department of Education	_____ %
Department of Education Check Set	_____ %
Detailed Design	_____ %
Permit issuance	_____ %
Duties, Obligations and Responsibilities during Construction	_____ %
Total	100% of Design Services Allocation

Owner shall pay such pay request as provided in this Article 11.

(D) Payment For Construction Services - Schedule Of Values: Within ten (10) calendar days after the first commencement of construction, Design/Builder shall prepare and present to Owner's Representative a Schedule of Values allocating among the different elements of the Work that portion of the Contract Price assigned to the Work for purposes of periodic and final payment. Design/Builder's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as Owner may, at its option, require. Design/Builder shall not front-end load its Schedule of Values, shall not imbalance its Schedule of Values nor assign a value to any element which exceeds its true value. The allocated value of each item in the Schedule of Values shall only include its total cost and proportionate share of any general overhead and profit. Any violation by Design/Builder of the requirements of this Paragraph shall constitute a material breach of the Contract. The Schedule of Values shall be used only as a basis for Design/Builder's pay requests and shall only be so used after it has been acknowledged in writing by Owner's Representative.

(E) Time For Construction Pay Requests: On or before the 5th day of each month after commencement of the Work, but no more frequently than monthly, Design/Builder shall submit a pay request for the Work performed through the last day of the previous month.

(F) Progress Payments For Construction Services: Based upon Design/Builder's pay requests submitted to Owner's Representative, Owner shall make progress payments to Design/Builder on account of the Contract Price less such amounts, if any, owing by Design/Builder to Owner or which Owner shall have the right to withhold as authorized by this Agreement.

(G) Contents And Amounts Of Pay Requests; Retainage: Construction pay requests shall be in such form and manner, and with such supporting data and content as Owner may require. In its construction pay request, Design/Builder may request payment for (1) ninety percent (90%) of that portion of the Contract Price properly allocated to that portion of the Work properly performed through the applicable date in the pay request; plus (2) ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment necessary for the

Work and properly stored at the Project site (or elsewhere if approved in advance in writing by Owner); less (3) the total amount of previous payments received from Owner for the Work. Payment on account of stored materials or equipment shall be conditioned upon Design/Builder's proof, satisfactory to Owner, that Owner has title to such materials or equipment and that they are fully insured against loss or damage and that all required insurance regarding such materials or equipment is in full force and effect. Moreover, any sums requested for stored materials or equipment shall be at actual cost and shall not include markup by Subcontractor or Design/Builder. As used in the preceding sentence, actual cost means costs charged by the manufacturer or the distributor for the manufacturer. Pay requests for stored materials or equipment shall include copies of invoices from the manufacturer or the distributor. When fifty percent (50%) of the Contract Price, as it may be adjusted, is due and the manner of completion of the Design Services and the Work and its progress are reasonably satisfactory to the Owner's Representative, the Owner shall discontinue the retainage. At the discretion of the Owner and with the approval of the Design/Builder, the retainage of each Subcontractor may be released separately, as the Subcontractor completes its work. If, after discontinuing the retention, the Owner's Representative determines that the Design Services or the Work or both is unsatisfactory or has fallen behind schedule, retention shall be resumed at the previous level. If retention is resumed by the Owner, the Design/Builder and Subcontractors shall be entitled to resume withholding retainage accordingly.

(H) Design/Builder's Representations Regarding Pay Requests: Each pay request shall be signed by Design/Builder and shall constitute Design/Builder's representation that the Design Services and the Work have progressed to the level for which payment is requested in accordance with the milestones or the Schedule of Values, that the Design Services and the Work have been properly and timely installed or performed in strict accordance with this Agreement, that all obligations of the Design/Builder covered by prior pay requests have been paid in full, and that the amount requested is currently due and owing, and that Design/Builder knows of no reason why payment should not be made as requested. Each construction pay request shall be accompanied by 8" x 10" photographs of good quality depicting the then-current status of the Project. The submission by Design/Builder of a pay request constitutes an affirmative representation and warranty that upon receipt from the Owner of the amount requested, all obligations of the Design/Builder to others, including without limitation Subcontractors and Suppliers, incurred in connection with the Project, will be paid in full, and that all Work for which payments have been received from Owner is free and clear of liens, claims, security interests or other encumbrances in favor of Design/Builder or any other person or entity whatsoever. In the event that Owner becomes credibly informed that any representation or warranty of Design/Builder as set forth in this Paragraph is wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Design/Builder until the inaccuracy, and the cause thereof, are corrected to Owner's reasonable satisfaction.

(I) Owner's Review Of Pay Requests: Owner shall have the right, but not the obligation, to review all pay requests and the Design Services and the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work and the Design Services is as represented in the pay request and as required by the Contract.

(J) Conditions Precedent To Payment: In addition to all other conditions precedent contained herein, it shall be a condition precedent to payment of any pay request that Design/Builder have submitted updated schedules for the performance of its Work and Design Services as required by this Agreement and that Design/Builder shall, if required by the Owner, have furnished to Owner properly executed waivers of claims and lien, in the form attached hereto as Exhibit "G" or in such other form and manner required by Owner from time to time, from Design/Builder and from all Subcontractors, materialmen, Suppliers or others having claim or lien rights, wherein they shall acknowledge receipt of all sums due pursuant to all prior pay requests and waive and relinquish any liens or lien rights or other claims relating thereto.

(K) Amount Of Progress Payments: Owner shall pay the amount of each pay request properly due under this Agreement less such amounts, if any, owing by Design/Builder to Owner or which Owner shall have the right to withhold as authorized by this Agreement.

(L) Time For Payment: Subject to Owner's right of review and objection, Owner, after approval of the Georgia Department of Education if required, shall make payment on account of the Contract Price of all sums properly requested under the provisions of this Article 11 within thirty (30) days following the Owner's receipt of such pay requests from Design/Builder.

(M) Title Passes Upon Payment: Design/Builder warrants and represents that upon payment of any pay request submitted by Design/Builder, title to all Work covered by the pay request shall immediately pass to Owner.

(N) Design/Builder's Use Of Progress Payments: Upon receipt of any payment from Owner, Design/Builder shall immediately pay all Subcontractors, materialmen, laborers, and Suppliers such amounts as they are entitled for the Work covered by such payment.

(O) Use Of Joint Checks: If Owner becomes informed that Design/Builder has not paid a Subcontractor, materialman, laborer, or Supplier as provided herein, Owner shall have the right, but not the obligation, to issue checks and payment then or thereafter otherwise due to Design/Builder naming Design/Builder and any such Subcontractor, materialman, laborer, or Supplier as joint payees. Such joint check procedure, if employed by Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit Owner to repeat the procedure in the future nor to create any contractual or other relationship of any kind between Owner and such person or entity.

(P) Payment Not A Waiver Or Acceptance: No payment to Design/Builder, nor any use or occupancy of the Project by Owner, shall be interpreted or construed to constitute acceptance of any Work not in strict compliance with the Contract, and Design/Builder expressly accepts the risk that defective Work may not be detected (1) during any inspection by Owner, (2) prior to making of any payment to Design/Builder, or (3) before or during Owner's occupancy of the Project.

(Q) Withholding Of Payment: Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to Design/Builder in an amount then believed by Owner to be adequate to cover the penalties, damages, and potential losses resulting or likely to result from:

- (1) The quality of a portion, or all, of Design/Builder's Design Services or Work not being in accordance with the requirements of this Contract;
- (2) The quantity of Design/Builder's Design Services or Work not being as represented in Design/Builder's pay request, or otherwise;
- (3) Design/Builder's rate of progress being such that, in Owner's opinion, Substantial Completion, Final Completion, or both, may be inexcusably delayed;
- (4) Design/Builder's failure to use Contract funds, previously paid Design/Builder by Owner, to pay Design/Builder's Project-related obligations including, but not limited to, Subcontractors, laborers and material and equipment Suppliers;
- (5) Evidence that the balance of the Design Services and Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (6) Claims made, or likely to be made, against Owner or its property;
- (7) Loss caused by Design/Builder;
- (8) Design/Builder's failure or refusal to perform any of its obligations to Owner.

In the event that Owner makes written demand upon Design/Builder for amounts previously paid by Owner as contemplated in this Paragraph 11(Q), Design/Builder shall promptly comply with such demand.

(R) Unexcused Failure To Pay: If within thirty (30) days from the date payment to the Design/Builder is due, the Owner, without cause or basis hereunder, fails to pay Design/Builder any amounts then due and payable to Design/Builder, then Design/Builder may suspend its Design Services or, as applicable, the Work until receipt of proper payment after first giving ten (10) days' written notice to Owner of its intent. Any payment due hereunder which is not made within thirty (30) days after the date due shall bear interest at the rate of one percent (1%) per annum, simple interest.

(S) Simultaneous Pay Requests: For the avoidance of doubt, in the event that Owner authorizes staging of the Design Services in phases pursuant to Paragraph 6(A) of this Agreement, nothing herein shall be deemed or construed to prohibit Design/Builder from submitting appropriate pay requests for both design and construction simultaneously.

(T) Waiver of Prompt Payment Act: Design/Builder hereby expressly agrees, pursuant to O.C.G.A. § 13-11-7(b), that the payment provisions within the Contract Documents shall supersede the rates of interest, payment periods, payment terms, contract and subcontract terms, and attorneys' fees provisions provided for by the Georgia Prompt Payment Act, O.C.G.A. § 13-11-1 *et seq.*, and that the rates of interest, payment periods, payment terms, contract and subcontract terms, and attorneys' fees provisions provided for under the Prompt Payment Act shall have no application to the Work to be performed hereunder.

ARTICLE 12

SUBSTANTIAL AND FINAL COMPLETION

(A) Substantial Completion: "Substantial Completion" means that stage in the progression of the Work, as approved by Owner in writing, when the Project is sufficiently complete in strict compliance with the Contract Documents that Owner can enjoy beneficial use or occupancy of the entire Project and can utilize or operate it in all respects for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project required by any governmental or regulatory authority. Owner reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

(B) Determination Of Substantial Completion: When Design/Builder believes that the Work is substantially complete, Design/Builder shall notify Owner's Representative in writing and shall submit to Owner's Representative a list of items remaining to be completed or corrected. Owner's Representative will perform an inspection and if the Work is substantially complete in the opinion of Owner and reasonably satisfactory as determined by the Owner's Representative (provided, however, that such determination shall in no way diminish or reduce the Design/Builder's obligation to strictly comply with the requirements of the contract), Owner's Representative will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. If the Owner's Representative, through its inspection, fails to find that the Design/Builder's Work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Design/Builder shall bear the cost of such repeat inspection(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Design/Builder. Guarantees and equipment warranties required by this Contract shall commence on date of Substantial Completion.

(C) Payment Upon Substantial Completion: Subject to the conditions precedent set forth in the immediately succeeding sentence, upon Substantial Completion of the Work, Owner shall pay Design/Builder, within 30 days, an amount sufficient to increase total payments to the Design/Builder to one hundred percent (100%) of the Contract Price less any amounts attributable to liquidated damages, and less two hundred percent (200%) of the reasonable costs as determined by Owner's Representative for completing all incomplete Work and Design Services, correcting and bringing into strict conformance all defective and nonconforming Work and Design Services, and handling all outstanding or threatened claims. Prior to being entitled to receive the payment described in the immediately preceding sentence, and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form attached hereto as Exhibit "H" or in such other form and manner required by Owner from time to time, consent(s) of surety to release retainage. The reduced retainage shall be shared by the Design/Builder with its Subcontractors as their interests may appear.

(1) The Design/Builder shall, immediately upon the Design/Builder's receipt of retainage from the Owner, pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Design/Builder's retainage is reduced by the Owner; provided, however, that the value of each Subcontractor's work complete and in place equals fifty percent (50%) of its subcontract value, including

approved change orders and other additions to the subcontract value, provided, further, that the work of the Subcontractor is proceeding satisfactorily and the Subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete its work including any warranty work as the Design/Builder in its reasonable discretion may require, including, but not limited to, a payment and performance bond.

(2) The Design/Builder shall require that the Subcontractor shall, immediately upon the Subcontractor's receipt of retainage from the Design/Builder, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced by the Design/Builder; provided, however, that the value of each lower tier subcontractor's work complete and in place equals 50 percent of his or her subcontract value, including approved change orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

Owner shall not be obligated to make any payment to Design/Builder between the payment described in this Paragraph and the payment made upon the attainment of Final Completion.

(D) Final Completion: "Final Completion" means the completion of all Design Services and all Work required by, and in strict compliance with, the Contract, including startup, testing, obtaining regulatory approvals from all applicable authorities, and all preparations necessary to operate the Project, and Design/Builder's provision to Owner of all documents and things required to be provided by the Contract.

(E) Determination Of Final Completion: When Design/Builder believes that all of the Work is finally complete, and Design/Builder is ready for a final inspection, Design/Builder shall so notify Owner's Representative in writing. Owner's Representative will then make final inspection of the Work and, if the Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then Owner's Representative will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract. If the Owner's Representative is unable to issue its Certificate for Final Payment and is required to repeat its final inspection of the Project, the Design/Builder shall bear the cost of such repeat inspections(s), which costs may be deducted by the Owner from the Design/Builder's final payment.

(F) Payment After Final Completion: The Owner shall, subject to its rights set forth in Paragraph 11(Q) of this Agreement, make final payment of all sums due the Design/Builder within ten (10) days of the Owner's Certificate for Final Payment and the approval by the Georgia Department of Education, if such approval is required.

(G) Conditions Precedent To Final Payment: Prior to being entitled to receive final payment, and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form and manner required by Owner, if any, the following:

(1) An affidavit, in the form attached hereto as Exhibit "I" or in such other form and manner required by Owner from time to time, that all of Design/Builder's obligations to Subcontractors, laborers, equipment or material Suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

(2) If required by Owner, separate releases of claims and lien or claim and lien waivers, in the form attached hereto as Exhibit "J" or in such other form and manner required by Owner from time to time, from Design/Builder and from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might have a claim against Owner or Owner's property and an affidavit, in the form attached hereto as Exhibit "K" or in such other form and manner required by Owner from time to time, from Design/Builder that all such releases and waivers have been provided;

(3) In the form attached hereto as Exhibit "L" or in such other form and manner required by Owner from time to time, consent(s) of surety to final payment;

- (4) A complete set of the as-built drawings and the record set of Contract Documents;
- (5) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a Contractor, or expressly required herein, as a part of or prior to Project closeout.

(H) Acceptance Of Final Payment A Waiver: Acceptance by Design/Builder of final payment shall constitute a waiver and release of all claims against Owner by Design/Builder except for those claims previously made in writing against Owner by Design/Builder, pending at the time of final payment and specifically identified on Design/Builder's pay request for final payment as unsettled at the time it submits its pay request. The making of final payment shall not constitute a waiver or release of any claims Owner may have against Design/Builder.

ARTICLE 13

OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, Owner shall undertake to perform the following:

- (A) Provide Project Information:** Owner shall provide Design/Builder with information regarding Owner's requirements for the Project including any desired or required design or construction schedule.
- (B) Review Of Documents:** Owner's Representative shall review any documents submitted by Design/Builder requiring Owner's decision, and shall render any required decisions pertaining thereto.
- (C) Provide Notice Of Defects:** In the event Owner knows of any material fault or defect in the Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, and in the further event that the Design/Builder does not have notice of same, then Owner shall inform Design/Builder.
- (D) Access To The Site And The Work:** Owner shall provide Design/Builder access to the site and to the Work, and shall provide Design/Builder with such information, existing and reasonably available, necessary to Design/Builder's performance of the Contract as Design/Builder may request.
- (E) Cooperation To Secure Permits, Licenses, Approvals, And Authorizations:** Owner shall cooperate with Design/Builder in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.
- (F) Timely Performance:** Owner shall perform the duties set forth in this Article 13 in a timely manner.
- (G) Owner's Reviews, Inspections, Approvals, And Payments Not A Waiver:** The Design/Builder acknowledges and agrees that the Owner does not undertake to approve or pass upon matters of design or construction and that the Owner, therefore, assumes no responsibility for design or construction. Owner's review, inspection, or approval of any Work, Design Documents, submittals, or pay requests by Design/Builder shall be solely for the purpose of determining whether such Work and such documents are generally consistent with the Owner's Criteria, as, and if, modified. The Owner does not undertake to inquire into adequacy, fitness, suitability, or correctness of engineering or architectural design or construction. No review, inspection, or approval by Owner, Owner's Representative, or anyone retained by Owner of such Work or documents shall relieve Design/Builder of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, Design Document, or Contract Documents shall not relieve Design/Builder of responsibility for the strict performance of its obligations under the Contract. Payment by Owner pursuant to the Contract shall not constitute a waiver of any of Owner's rights under the Contract or at law, and Design/Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.

(H) Delay Or Forbearance Not Waiver: Owner's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Design/Builder under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

(I) Documents Requested By Design/Builder: The Owner shall furnish, if requested by Design/Builder, such existing legal description and survey of the Project site as may be in Owner's possession. Owner shall furnish to Design/Builder, prior to the execution of this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Design/Builder only in order to make complete disclosure of such material as being in possession of the Owner and for no other purpose. By furnishing such material, Owner does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, implicitly or explicitly, and shall have no liability therefor.

(J) Easements: Owner shall obtain all required easements, and the like but not the building permit and other permits or fees required of the Design/Builder by this Contract, or permits and fees customarily the responsibility of the Design/Builder or a construction contractor.

(K) Right To Stop Work: In the event Design/Builder fails or refuses to perform the Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, Owner may, at its option, instruct Design/Builder to cease and desist from performing further Work, or any part thereof. Upon receipt of such instruction, Design/Builder shall immediately cease and desist as instructed by Owner and shall not proceed further until the cause for Owner's instructions has been corrected, no longer exists, or Owner instructs that the Work may resume.

(L) Owner's Right To Perform Work: In the event Owner issues such instructions to stop Work, and in the further event that Design/Builder fails and refuses within seven (7) days of receipt of same to provide adequate assurance to Owner that the cause of such instructions will be eliminated or corrected, then Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of other contractors, and Design/Builder shall be fully responsible and liable for the costs incurred in performing such Work. In such case, an appropriate Change Order shall be issued deducting from the payment then or thereafter due the Design/Builder the cost of correcting such deficiencies, including the cost of the Owner and any other contractors utilized by the Owner due to such default, neglect or failure. If the payments then or thereafter due the Design/Builder are not sufficient to cover such amount, the Design/Builder shall pay the difference to the Owner. The rights set forth in Paragraph 13(K) and this Paragraph 13(L) are in addition to, and without prejudice to, any other rights or remedies Owner may have against Design/Builder, including the rights to terminate Design/Builder's right to perform the Work or withhold payment as provided herein.

(M) Owner's Representative: "Owner's Representative" means the individual or entity named by Owner, in writing from time to time, to act on Owner's behalf in the administration of the Contract. The duties, obligations and responsibilities of the Design/Builder under this Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Owner's Representative, the Program Manager, or any other person or entity. The Design/Builder is not a third-party beneficiary of any contract by and between the Owner and the Owner's Representative, the Program Manager, or any other person or entity. It is expressly acknowledged and agreed that the duties of the Design/Builder to the Owner are independent of, and are not diminished by, any duties of the Owner's Representative, the Program Manager, or any other person or entity to the Owner.

(N) Contract Copies: The Owner will provide the Design/Builder with one (1) copy of such Contract Documents as are generated by the Owner. The Design/Builder will be charged, and shall pay Owner, an amount equal to the Owner's cost per additional copy of such Contract Documents which it may require.

ARTICLE 14

PROJECT DOCUMENTATION

- (A) Maintenance Of Project-Related Records: Design/Builder shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than six (6) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.
- (B) Availability Of Project-Related Records To Owner: All Project Records which are in the possession of Design/Builder or Design/Builder's Subcontractors shall be made available to Owner for inspection and copying upon Owner's request at any time. Additionally, such records shall be made available upon request by Owner to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, estimates, invoices, bills, receipts, cancelled checks, vouchers or other writings or things which document or involve in any manner the Project, its design, its costs or its construction. Said records expressly include those documents reflecting the cost of design and construction to Design/Builder, and its Subcontractors, including without limitation those documents and records reflecting the time expended by the Design/Builder and its personnel in performing the obligations of this Contract and the records of expenses incurred by the Design/Builder in its performance under this Contract.

ARTICLE 15

PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

- (A) Subcontractor Defined: A "Subcontractor" means a person or an entity which has a direct contract with Design/Builder to perform a portion of the Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing specially fabricated equipment and materials for the Project.
- (B) Supplier Defined: A "Supplier" means a person or an entity providing only equipment or materials for the performance of the Work.
- (C) Objections To Subcontractors: Upon execution of this Agreement, and at such later times as may be applicable, Design/Builder shall furnish Owner's Representative, in writing, the names of persons or entities proposed by Design/Builder to act as Subcontractors on the Project. Design/Builder shall provide such information regarding such proposed Subcontractors as Owner deems necessary. Owner's Representative shall, in writing, state any objections Owner may have to such proposed Subcontractors. Design/Builder shall not enter into a subcontract with an intended Subcontractor with reference to whom Owner objects. Any consent or failure to reject by Owner shall in no way relieve Design/Builder of any of its duties or warranties under the Contract. Identified below are the Design/Builder's design Subcontractors for the disciplines stated, and such Subcontractors shall not be changed by Design/Builder without the Owner's prior consent:

Architectural:	_____
Civil:	_____
Structural:	_____
Mechanical:	_____
Electrical:	_____
Plumbing:	_____

(D) Terms Of Subcontracts: All subcontracts and purchase orders with Subcontractors shall afford Design/Builder rights against the Subcontractor which correspond to those rights afforded to Owner against Design/Builder herein, including those rights of Contract suspension, termination, and stop Work orders as set forth herein, and shall be freely assignable by Design/Builder to Owner without consent of the respective Subcontractor. Excepting only as provided in Paragraph 15(H) of this Agreement (and only if Owner exercises its option to accept assignment of a subcontract pursuant to Paragraph 15(H)), it is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor of Design/Builder and a provision to this effect shall be inserted into all agreements between Design/Builder and its Subcontractors. In addition to, and without limiting the generality of, the foregoing, each agreement between Design/Builder and any Subcontractor also shall contain provisions that: (i) recognize the rights of the Owner and the Owner's designee(s) pursuant to Paragraph 15(H) of this Agreement; (ii) require the Subcontractor (upon notice by the Owner that the Owner has terminated performance under the Contract by Design/Builder pursuant to the terms of Paragraph 19(G) or Paragraph 19(I) of this Agreement, and that the Owner or the Owner's designee has elected, pursuant to Paragraph 15(H) of this Agreement, to retain the Subcontractor pursuant to the terms of its agreement with the Design/Builder) to complete the unperformed obligations under its agreement with the Design/Builder directly for the Owner or the Owner's designee without claim or dispute against the Owner or the Owner's designee, whether in the nature of affirmative claim, offset or otherwise, constituting, arising out of or related to any claim or dispute against the Design/Builder or any act or omission of the Design/Builder, and to forever waive and release such claims or disputes as against the Owner and, if applicable, the Owner's designee (excepting only, if applicable, the Design/Builder's payment bond surety solely in its capacity as payment bond surety), and to assert such claims or disputes, if at all, only against the Design/Builder and if applicable the Design/Builder's payment bond surety solely in its capacity as payment bond surety; (iii) require the Subcontractor to agree that in the event the Owner or the Owner's designee accepts assignment of the Subcontractor's agreement with the Design/Builder pursuant to Paragraph 15(H) of this Agreement, in no event shall the Owner or the Owner's designee (excepting only a payment bond surety solely in its capacity as a payment bond surety) be required to pay to Subcontractor any amounts in respect of such Subcontractor's work on the Project for which Owner previously paid Design/Builder; and (iv) require the Subcontractor, if requested by the Owner or the Owner's designee, to enter into an appropriate agreement evidencing the fact that the Subcontractor is bound to the Owner or the Owner's designee under the assigned agreement in the same manner, and to the same extent, that the Subcontractor had been bound to the Design/Builder and otherwise affirming the rights of Owner or the Owner's designee as set forth in this Paragraph 15(D).

(E) Design/Builder Responsible For Acts Of Its Subcontractors: Should Design/Builder subcontract all or any part of the Design Services or the Work, such subcontracting of the Design Services or the Work shall not relieve Design/Builder from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Design/Builder shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.

(F) Key Personnel: In accordance with Article 2 above, Design/Builder shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project. Design/Builder shall designate one such person as the Project Manager. Absent written instruction from Design/Builder to the contrary, the Project Manager shall be deemed to be Design/Builder's authorized representative and shall be authorized to receive and accept any and all communications from Owner. Key design and supervisory personnel assigned by Design/Builder, or its architectural Subcontractor as applicable, to this Project are as follows:

NAME	FUNCTION
_____	_____
_____	_____
_____	_____
_____	_____

Evidence of the above-named personnel's competence, such as a resume, shall be provided to Owner prior to said personnel beginning performance of the function indicated. So long as the individuals named above remain actively employed or retained by Design/Builder, or any related entity or affiliate thereof, or as applicable its architectural Subcontractor, they shall perform the functions indicated next to their names unless Owner agrees to the contrary in writing or unless Owner requests removal of any such individual from the Project. In the event Owner requests the removal of any of the individuals named above, Design/Builder shall, or as applicable shall require its architectural Subcontractor to, immediately comply and shall immediately replace such individual with a qualified substitute to whom Owner makes no objection. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, Design/Builder shall be bound by the provisions of this Paragraph 15(F) as though such individuals had been listed above.

(G) Removal Of Subcontractors And Personnel: If, at any time during the course of the Project, Owner reasonably determines that the performance of any Subcontractor or any member of Design/Builder's staff working on the Project is unsatisfactory, Owner's Representative may require Design/Builder to remove such Subcontractor or staff member from the Project immediately and replace the Subcontractor or staff member at no cost or penalty to Owner for delays or inefficiencies the change may cause.

(H) Contingent Assignment of Subcontracts: Subject to the conditions of the immediately succeeding sentence, the Design/Builder hereby makes assignment to the Owner or the Owner's designee of each agreement of Design/Builder with a Subcontractor. The assignment in the immediately preceding sentence is expressly conditioned and contingent upon the termination of the Design/Builder's performance under the Contract by the Owner pursuant to Paragraph 19(G) or 19(I) of this Agreement and shall be effective only for those subcontracts which the Owner or the Owner's designee accepts by notifying the Subcontractor and the Design/Builder in writing, and is subject to the prior rights, if any, of the surety(ies) obligated under any bond relating to the Contract. Upon request of the Owner, the Design/Builder agrees to execute all documents reasonably required by the Owner to affirm such assignment. For the avoidance of doubt, and not in limitation of any provision of this Agreement, the Design/Builder specifically agrees, and shall require each Subcontractor to specifically agree, that the Owner's designee referred to in this Paragraph 15(H), Paragraph 15(D), Paragraph 19(G) and Paragraph 19(I), may include, without limitation, any one or more surety(ies) obligated under any bond relating to the Contract, or any one or more completion contractor(s) designated by the Owner or any such surety, or any one or more of any of the foregoing, as directed by the Owner in the Owner's sole discretion.

ARTICLE 16

CHANGES AND EXTENSIONS OF TIME

(A) Owner's Right To Order Changes: One or more changes in the Design Services or the Work within the general scope of the Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by Owner without invalidating the Contract. Such changes shall be communicated by Change Order or by Field Order. Design/Builder shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the following terms and conditions as set forth in this Article 16.

(B) Definition Of Change Order: "Change Order" shall mean a written order to Design/Builder executed by Owner, issued after execution of this Agreement, and approved by the Georgia Department of Education, if required, authorizing and directing a change in the Design Services or the Work, an adjustment to the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order. The Owner will not be responsible for any change in the Design Services or the Work involving extra costs unless approval in writing is furnished by the Owner before such Design Services or Work is begun.

(C) Adjustments To Contract Price Or Contract Time: Upon the occurrence of a change as set forth in Paragraph 16(A), the adjustment, if any, to the Contract Price or the Contract Time resulting from the change shall be determined as follows:

- (1) Any increase in the Contract Price must be requested by Design/Builder pursuant to the terms and conditions of Article 17 of this Agreement, and any such request for an increase in the Contract Price shall

be subject to Paragraph 16 (G) of this Agreement. The failure of Design/Builder to provide notice in writing to Owner in accordance with Article 17 of this Agreement of any request for an increase in the Contract Price shall constitute a waiver by Design/Builder of any entitlement to an increase in the Contract Price.

(2) The change in the Contract Price, if any, shall be established on the basis of, and shall be limited to, the reasonable actual expenditures or savings, as defined below, resulting from the change, plus a component for direct jobsite overhead and profit, as set forth below, but shall not include home office overhead or other indirect costs or components. If, and to the extent, the change involves subcontracted Design Services or Work, the overhead and profit component for the subcontracted Design Services or Work shall be five percent (5%) and the overhead and profit component for the Design/Builder shall be five percent (5%) of the amount allocable for subcontracted Design Services or Work; provided, however, that the foregoing five percent (5%) overhead and profit component for subcontracted Design Services or Work is intended to cover all Subcontractors and subcontractors of any tier, and there shall be no additional overhead and profit component for subcontractors below first-tier Subcontractors of the Design/Builder. If the change involves only Design Services or Work of the Design/Builder, the component for overhead and profit shall be ten percent (10%). Any such expenditures or savings shall be documented in such form and with such content and detail as Owner may require. As used in this Subparagraph 16 (C)(2), reasonable expenditures or savings means, and shall be limited to, the following:

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

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

(3) Any extension of the Contract Time requested by Design/Builder for performance of any change in the Design Services or the Work ordered by Owner may be granted by mutual agreement and then set forth in the Change Order. Otherwise, extensions of the Contract Time must be requested by Design/Builder pursuant to the terms and conditions of Article 17 of this Agreement, and any such request for extension of the Contract Time shall be subject to Paragraph 16(G) of this Agreement. The failure of Design/Builder to provide notice in writing to Owner in accordance with Article 17 of this Agreement of any request for extension of the Contract Time shall constitute a waiver by Design/Builder of any entitlement to an extension of the Contract Time.

(D) Continuing Duty To Perform Work And Make Payment: The Design/Builder shall continue to diligently perform the Design Services and the Work, including any change directed by Owner by Change Order, and shall keep thorough records of the cost of performance of such Change Order consistent with and in accordance with the provisions of Subparagraph 16(C)(2) above. Pending final determination of reasonable expenditures or savings, payments on account shall be made to Design/Builder in accordance with said Subparagraph 16(C)(2) and Article 11 herein.

(E) Changes In Unit Prices: If unit prices are provided in the Contract, and if the quantities contemplated are materially changed in a proposed Change Order such that an application of the unit prices to the quantities of Work proposed would cause inequity to the Owner or the Design/Builder, then, subject to the three (3) immediately succeeding sentences, the applicable unit prices shall be equitably adjusted at the request of either party made in accordance with such other provisions of this Contract as are applicable to such party. No such equitable adjustment shall be made with respect to the quantities contemplated in the Contract. Any equitable adjustment to unit prices pursuant to this Paragraph 16 (E) shall be made only with respect to the difference between the quantity of applicable units of Work contemplated in the Contract and the quantity of applicable units of Work resulting after giving effect to such a proposed Change Order, and an equitable adjustment shall be made only if such difference is a material difference from the quantities contemplated in the Contract. Any increase to unit prices pursuant to this Paragraph 16 (E) shall be conditioned and contingent upon the Design/Builder demonstrating proof, satisfactory to the Owner, that such increase in the unit price is due solely to increased cost per unit caused solely by such a material change in quantities.

(F) Minor Changes: Owner shall have authority to order minor changes in the Work not involving a change in the Contract Price nor extension of the Contract Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and Design/Builder shall promptly carry out such written Field Orders.

(G) Effect Of Executed Change Order: The execution of a Change Order by Design/Builder shall constitute conclusive evidence of Design/Builder's agreement to the ordered changes in the Design Services or the Work, the Contract as thus amended, the Contract Price as thus amended and the Contract Time as thus amended. Design/Builder, by executing the Change Order, acknowledges that the changes set forth therein is for the full and final adjustment of the Contract Price and Contract Time associated with the Change Order work, that the stated extension of the Contract Time is equitable in nature and that no further claims for any Contract Time or Contract Price for whatever reason shall be made against the Owner for the work enumerated in the Change Order, and waives and releases any claim against Owner for additional time or compensation for matters relating to, arising out of, or resulting from the Design Services or the Work included within or affected by the executed Change Order.

(H) Consent Of Surety: Design/Builder shall notify and obtain the consent and approval of Design/Builder's surety with reference to all Change Orders if such notice, consent or approval are required by Owner, Design/Builder's surety or by law. Design/Builder's execution of the Change Order shall constitute Design/Builder's warranty to Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

(I) Fiduciary Relationship: Design/Builder recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Design/Builder and Owner and agrees that it shall at all times in good faith use its best efforts to advance Owner's interests and agrees to perform the Design Services and the Work in the best professional manner.

ARTICLE 17

CLAIMS BY DESIGN/BUILDER

(A) Terms And Conditions Of Claims: Claims by Design/Builder against Owner are subject to the terms and conditions of this Article 17, and strict compliance herewith shall be a condition precedent to any liability of Owner therefor.

(B) Notice Of Claim: All Design/Builder claims, disputes and other matters in question against Owner arising out of or related to the Contract or the breach thereof, including without limitation claims in respect of changes in the Contract Price or Contract Time, shall be initiated by a written notice of claim submitted to Owner. Such written notice of claim shall be received by Owner no later than seven (7) days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim including the amount claimed. Design/Builder agrees and acknowledges that its failure to provide written notice

of a claim as set forth herein shall constitute a waiver of any claim for additional compensation or time extension related thereto.

(C) Documentation In Support Of Claims: Upon discovering an event or condition forming the basis of a claim for an increase in the Contract Price or an extension of the Contract Time, Design/Builder shall, until the claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis for the claim.

(D) Formal Written Claim: No later than ten (10) days after the date of the written notice of claim, Design/Builder shall submit a formal written claim which shall include at least the following information: (1) a concise statement of the occurrence(s) supporting the claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the claim dispute or other matter; (3) the date Design/Builder discovered the occurrence(s); (4) a detailed schedule of values identifying all costs resulting from the claim, dispute or other matter; (5) documentation supporting the schedule of values; (6) identification of any impact the claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the claim, dispute or other matter. In the event the claim relates to a Change Order, Design/Builder's formal written claim shall also include Design/Builder's good faith estimate of the change in the Contract Price, the Contract Time, or both, determined in accordance with Article 16 in respect of the Change Order. Other information or documents shall be submitted to Owner within ten (10) days after written request by Owner. The failure to provide a claim as set forth herein, or the failure to provide such other documents or information requested by Owner within ten (10) days after the written request, shall constitute a waiver of any claim for additional compensation or time extension related thereto.

(E) Continuous Duty To Provide Documentation: Design/Builder shall provide, and continue to provide, to Owner all such documentation, including cost and time records, as and when Owner may request so that Owner may evaluate Design/Builder's claim.

(F) Duty To Continue Performance: Design/Builder and Owner shall continue their performance hereunder regardless of the existence of any claims submitted by Design/Builder.

(G) Differing Site Conditions: In the event Design/Builder discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, and not reasonably discoverable by Design/Builder's diligent inspections as required herein, the Contract Price shall be modified, either upward or downward, upon the written claim made by either party within seven (7) calendar days after the first appearance to such party of the circumstances. As a condition precedent to Owner having any liability to Design/Builder due to concealed and unknown conditions, Design/Builder must give Owner written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure of Design/Builder to give the written notice and make the claim as provided by this Paragraph 17(G) shall constitute a waiver by Design/Builder of any rights arising out of or relating to such concealed and unknown condition including any claim for an increase in the Contract Price or any claim for an extension of the Contract Time.

(H) Claims For Increase In Contract Price: In the event Design/Builder seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of Owner therefor, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur shall constitute a waiver by Design/Builder of any claim for additional compensation.

(I) Limit Of Owner's Liability For Increased Costs: In connection with any claim by Design/Builder against Owner for compensation in excess of the Contract Price, any liability of Owner (1) shall be strictly limited to direct cost actually and reasonably incurred by Design/Builder in accordance with the provisions regarding changes in the Contract Price as set forth in Paragraph 16(C)(2), and (2) shall in no event include indirect, consequential, impact or other costs, expenses or damages of Design/Builder or its Subcontractors. Such indirect costs or consequential damages, as referred to herein and elsewhere in this Agreement, that are not recoverable by the Design/Builder shall include loss of financing, loss or impairment of bonding, loss of business, loss of profit and overhead on Work not yet performed and loss of future or anticipated profits from other work. The Owner's limitation of liability for such indirect or consequential damages shall not apply to the Owner's liability to the Design/Builder, if any, for claims

arising out of bodily injury to persons, death or damage to property caused by or resulting from the sole negligence of the Owner, or its officers, agents or employees. Owner shall not be liable to Design/Builder for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which Owner would not be liable to Design/Builder under the terms of the Contract. As a condition precedent to Owner's liability to Design/Builder for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Design/Builder and such Subcontractor's claims must have been submitted to Owner by Design/Builder in strict compliance with all the requirements of this Article 17. Owner shall not be liable to Design/Builder for claims of third parties including Subcontractors, unless and until the liability of Design/Builder therefor has been established in a court of competent jurisdiction.

(J) Claims For Increase In Contract Time: If Design/Builder is delayed in progressing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of: (i) any act or omission by the Owner or someone acting in the Owner's behalf, (ii) any Owner-authorized Change Order, (iii) acts of God, (iv) unusually severe weather, (v) any order of a governmental authority having jurisdiction over the Project which order is issued through no fault of the Design/Builder, (vi) acts of war, or (vii) acts of terrorism, then the date for achieving Substantial Completion, or, as applicable, Final Completion, shall, subject to the provisions of Paragraph 17(K) below, be appropriately adjusted by Owner upon the written notice and claim of Design/Builder to Owner for such reasonable time as Owner may determine. A task is critical within the meaning of this Paragraph 17(J) if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. As a condition precedent to any right to an extension of time, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Design Services or Work. If Design/Builder fails to give such notice, any claim for an extension of time shall be waived.

(1) **Sufficiency of Contract Time.** The Design/Builder agrees that the Design Services and the Work shall be prosecuted regularly, diligently, and without interruption at such rate of progress as will insure full completion thereof within the time required by the Contract Documents. It is expressly understood and agreed that the Design/Builder has considered all contingencies and factors affecting its ability to perform all the Design Services and the Work within this time, including without limitation, delays caused by any fact or condition other than those expressly set forth in clauses (i) through (vii) of the foregoing Paragraph 17(J), and after consideration of all such contingencies and factors, Design/Builder has made an allowance for such contingencies and factors before agreeing to the time for completion specified in the Contract Documents, and does further agree that all things considered, such time for completion is a reasonable time for completion of all Design Services and Work to be performed hereunder, without the need for any extension of time for any reasons other than those expressly set forth in clauses (i) through (vii) of the foregoing Paragraph 17 (J).

(2) **Weather Delays.** The date for achieving Substantial Completion or, as applicable, Final Completion will not be extended due to unusually severe weather (excepting unusually severe weather which precludes access to the Project site) after the Project is enclosed or due to normal severe weather. For the purpose of this Paragraph, the term "enclosed" is defined to mean when the building is sufficiently sealed, either temporarily or permanently, to permit the structure to be heated and the roof dried in to permit finishing trades to work.

There shall be no extension of the time for completion due to any lost days that are not weekday working days (based on a Monday through Friday work week). No change in the Contract Price shall be due because of weather.

(K) Owner's Right To Order Acceleration And To Deny Claimed And Appropriate Time Extensions, In Whole Or In Part: Design/Builder acknowledges and agrees that Substantial Completion of the Work by or before the Scheduled Completion Date is, or may be, of substantial importance to Owner.

(1) Owner shall accordingly have the right in its sole discretion to order Design/Builder to accelerate its progress in such a manner as to achieve Substantial Completion on or before such date as Owner may reasonably direct and, upon receipt, Design/Builder shall comply with such order.

(2) In the event that Design/Builder is otherwise entitled to an extension of Contract Time and has made claim therefor in accordance with Paragraph 17(J) above, Owner shall have the right in its sole discretion to deny all, or any part, of such extension of Contract Time by written notice to Design/Builder provided within

seven (7) days of receipt of Design/Builder's claim. Should Owner deny Design/Builder's claim for an extension of Contract Time under this Subparagraph (2), either in whole or in part, Design/Builder shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date.

(3) In the event that (a) Owner orders Design/Builder to accelerate its progress under Subparagraph 17(K)(1) above, or (b) Owner exercises its rights under Subparagraph 17(K)(2) above, or (c) both, such action shall be deemed to constitute a Change Order under Article 16 and any change in the Contract Price shall be determined in accordance therewith.

(L) No Damages for Delay: Notwithstanding anything in this Article 17 to the contrary, for delays to the Work caused solely by the Owner, Design/Builder's sole remedy against the Owner shall be an extension of the Contract Time in accordance with Paragraph 17(J) above and the direct field costs and approved direct job-related material and equipment costs which Design/Builder could not reasonably avoid, incurred on account of such delay. Under no circumstances shall Design/Builder be entitled to any indirect field or home office costs, including home office overhead, or any costs which result from acceleration of the Work, except as specifically provided in Paragraph 17(K) above. For delays to the Work caused by an event outside the control of Design/Builder or Owner, (i) if such delay is not more than 30 days, Design/Builder's sole remedy shall be an extension of the Contract Time in accordance with Paragraph 17(J) above, and (ii) if such delay exceeds 30 days, Design/Builder's sole remedy shall be an extension of the Contract Time in accordance with Paragraph 17(J) above and recovery of the direct field costs and approved direct job-related material and equipment costs which Design/Builder could not reasonably avoid, incurred on account of the delay, beginning on the 31st day of such delay; provided, however, that no extension of the Contract Time or field costs shall be granted if such delay could have been reasonably anticipated by Design/Builder. For delays to the Work caused by the mixed acts or omissions of Owner and Design/Builder, Design/Builder's sole remedy shall be an extension of the Contract Time in accordance with Paragraph 17(J) above. For delays within its control or delays which could have been reasonably anticipated by Design/Builder, Design/Builder shall not be entitled to an extension of time or any costs incurred on account of such delay and shall finish the Work in accordance with the Contract Documents.

(M) Claims Resolved By Change Order: The resolution of any claim under this Article 17 shall be reflected by a Change Order executed by Owner and Design/Builder.

(N) Mediation: Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Owner and Design/Builder shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 18

UNCOVERING AND CORRECTING WORK

(A) Design/Builder Not To Cover Work Contrary To Requirements: If any of the Work is covered, concealed or obscured contrary to the written request of Owner, or contrary to any provision of the Contract, said Work shall, if required by Owner, be uncovered for inspection and shall be properly replaced at Design/Builder's expense without change in the Contract Time.

(B) Owner's Right To Order Uncovering Of Any Work: If any of the Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 18(A) above, it shall, if required by Owner, be uncovered for inspection. If such Work conforms strictly with the Contract, the cost of uncovering and proper replacement shall by Change Order

be charged to Owner. If such Work does not strictly conform with the Contract, Design/Builder shall pay the cost of uncovering and proper replacement.

(C) Duty To Correct Rejected Work: Design/Builder shall immediately proceed to correct Work rejected by Owner as defective or failing to conform to the Contract. Design/Builder shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections made necessary thereby.

(D) Duty To Correct Defective Work Discovered After Completion: In addition to its warranty obligations set forth elsewhere herein, Design/Builder shall be specifically obligated to correct any and all defective or nonconforming Work for a period of twelve (12) months following Final Completion upon written direction from Owner. Upon written direction from the Owner regarding defective or nonconforming Work, Design/Builder shall within two (2) working days respond by visiting the site and commencing, and promptly completing, any necessary remedial Work including needed maintenance instructions to Owner's personnel. The Design/Builder's obligations under this Paragraph shall survive final payment by Owner and termination of the Contract.

(E) No Period Of Limitation Established: Nothing contained in Paragraph 18(D) shall establish any period of limitation with respect to other obligations which Design/Builder has under the Contract. Establishment of the one-year time period in Paragraph 18(D) above relates only to the duty of Design/Builder to specifically correct the Work.

(F) Owner's Option To Accept Defective Work: Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable costs of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. Owner shall be entitled to such reduction in the Contract Price regardless of whether Owner has, in fact, removed and corrected such defective Work. If the unpaid balance of the Contract Price, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Work, Design/Builder shall, upon written demand from Owner, pay Owner such additional compensation for accepting defective or nonconforming Work.

ARTICLE 19

SUSPENSION AND TERMINATION

(A) Suspension Of Performance: Owner may at any time for any reason whatsoever or for no reason suspend performance under the Contract, or any designated part thereof, for a cumulative period of up to one hundred twenty (120) calendar days. If any such suspension is directed by Owner, Design/Builder shall immediately comply with same.

(B) Ceasing Performance Upon Suspension: From and upon the effective date of any suspension ordered by Owner, Design/Builder shall incur no further expense or obligations in connection with the Contract, and Design/Builder shall cease its performance. Design/Builder shall also, at Owner's direction, either suspend or assign to Owner any of its open or outstanding subcontracts or purchase orders.

(C) Claim For Costs Of Suspension: In the event Owner directs a suspension of performance under this Article 19, through no fault of Design/Builder, and provided Design/Builder submits a proper claim as provided in this Agreement, Owner shall pay Design/Builder as full compensation for such suspension Design/Builder's reasonable costs, actually incurred and paid, of:

- (1) Demobilization and remobilization, including such costs paid to Subcontractors, but only if the suspension lasts for a period of more than thirty (30) days;
- (2) Preserving and protecting Work in place;
- (3) Storage of materials or equipment purchased for the Project, including insurance thereon;

(4) Performing in a later, or during a longer, time frame than that contemplated by this Contract.

(D) Resumption Of Work After Suspension: If Owner lifts the suspension it shall do so in writing, and Design/Builder shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Design/Builder has exercised its right of termination as provided herein.

(E) Termination By Design/Builder For Prolonged Suspension of Performance: If the Owner suspends Design/Builder's performance for a period of more than one hundred twenty (120) days through no fault of the Design/Builder, the Design/Builder may, upon seven (7) days written notice to Owner, terminate this Contract and recover from Owner on the terms and conditions and in the amounts provided in Paragraph 19(H) below as though Owner had terminated Design/Builder's performance under the Contract for convenience pursuant to Paragraph 19(G) below.

(F) Termination By Design/Builder For Cause: If Owner shall persistently or repeatedly fail to perform any material obligation to Design/Builder for a period of sixty (60) days after receiving written notice from Design/Builder of its intent to terminate hereunder, Design/Builder may terminate performance under the Contract by written notice to Owner. In such event, Design/Builder shall be entitled to recover from Owner on the terms and conditions and in the amounts provided in Paragraph 19(H) below as though Owner had terminated Design/Builder's performance under the Contract for convenience pursuant to Paragraph 19(G) below.

(G) Termination By Owner For Convenience: Owner may, for any reason whatsoever, or without reason, terminate performance under the Contract by Design/Builder for convenience. Owner shall give written notice of such termination to Design/Builder specifying when termination becomes effective. Design/Builder shall incur no further obligations in connection with the Contract and Design/Builder shall stop Design Services and the Work when such termination becomes effective. Design/Builder shall also, at Owner's direction, either terminate or assign to Owner or Owner's designee outstanding orders and subcontracts. Without prejudice to any other rights or remedies of the Owner, at the Owner's option, subject to any prior rights of the surety(ies) obligated under any bond relating to the Contract, Owner, or Owner's designee(s), may accept assignment of any one or more subcontracts pursuant to Paragraph 15(H) of this Agreement. Design/Builder shall settle the liabilities and claims arising out of any terminated subcontracts and orders. Owner may direct Design/Builder to assign Design/Builder's right, title and interest under terminated orders or subcontracts to Owner or its designee. Design/Builder shall transfer title and deliver to Owner such completed or partially completed Design Documents, Work and materials, equipment, parts, fixtures, information and Contract rights as Design/Builder has.

(H) Submission Of Termination Claim And Compensation For Termination For Convenience: When terminated for convenience, Design/Builder shall be compensated as follows:

(1) Design/Builder shall submit a termination claim to Owner specifying the amounts believed to be due because of the termination for convenience together with costs, pricing or other data required by Owner. If Design/Builder fails to file a termination claim within ninety (90) Days from the effective date of termination, Owner shall pay Design/Builder an amount derived in accordance with Subparagraph (3) below;

(2) Owner and Design/Builder may agree to the compensation, if any, due to Design/Builder hereunder;

(3) Absent agreement to the amount due to Design/Builder, Owner shall pay Design/Builder, as full compensation for termination for convenience, the following amounts:

(a) That portion of the Contract Price representing the value of the Design Services and the Work, as reflected on the Schedule of Values, performed by Design/Builder prior to its receipt of the notice of termination, which is completed and accepted by Owner for which Design/Builder has not been previously paid;

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Design Services and the Work, and in terminating Design/Builder's performance, plus a fair and reasonable allowance for direct jobsite overhead and profit thereon (such profit shall not include

anticipated profit or consequential damages); provided however, that if it appears that Design/Builder would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph 19(G) above. These costs shall not include amounts paid in accordance with other provisions hereof.

In no event shall Design/Builder be entitled to recover anticipated profits or other consequential damages from Owner on account of a termination for convenience or an erroneous termination for cause, as described below. The total sum to be paid Design/Builder under this Paragraph shall not exceed the Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

(I) Termination By Owner For Cause: If Design/Builder does not perform the Design Services or the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then Owner may by written notice to Design/Builder, without prejudice to any other right or remedy against Design/Builder or others, terminate the performance of Design/Builder and take possession of the Project site and of all materials and equipment at the site and may finish the Work by whatever methods it may deem expedient. Design/Builder shall, if directed by the Owner in the Owner's sole discretion, assign to Owner or its designee any outstanding orders and subcontracts and transfer title and deliver to Owner such completed or partially completed Design Documents, Work and materials, equipment, parts, fixtures information and Contract rights as Design/Builder has. Without prejudice to any other rights or remedies of the Owner, at the Owner's option, subject to any prior rights of the surety(ies) obligated under any bond relating to the Contract, Owner, or Owner's designee(s), may accept assignment of any one or more subcontracts pursuant to Paragraph 15(H) of this Agreement. In the event that the Owner terminates the performance of the Design/Builder pursuant to this Paragraph 19(I), Design/Builder shall not be entitled to receive any further payment until the Work is finished.

(J) Erroneous Termination For Cause: In the event the performance of Design/Builder is terminated by Owner for cause pursuant to Paragraph 19(I) and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Paragraph 19(G) and the provisions of Paragraph 19(H) regarding compensation shall apply.

(K) Payments To Design/Builder After Termination For Cause: If the unpaid balance of the Contract Price, as it may be modified hereunder, exceeds the costs of finishing the Design Services and the Work, including compensation for Owner's additional costs and expenses of every nature whatsoever made necessary thereby, such excess shall be paid to Design/Builder. If such costs exceed the unpaid balance, Design/Builder shall pay the difference to Owner. This obligation for payment shall survive the termination of the Agreement.

(L) Article 17: Termination of the Design/Builder's performance by Owner is not subject to the procedures set forth in Article 17.

ARTICLE 20

OWNERSHIP OF DOCUMENTS

(A) Documents Owner's Property: The Design Documents and the Contract Documents, including but not limited to, the drawings, specifications and other documents or things prepared by or on behalf of Design/Builder for the Project, shall immediately become and be the sole property of Owner. Any documents furnished by Owner shall remain the property of Owner. Design/Builder may be permitted to retain copies of the Design Documents and Contract Documents and any documents furnished by Owner for its records and for its future professional endeavors.

ARTICLE 21

INDEMNITY

The Design/Builder shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with the Design/Builder's performance of this Agreement, provided that such claim, liability, damage, loss, cost or expense is due to sickness, bodily injury, disease or death, or to loss or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent caused by the Design/Builder, or anyone for whose acts the Design/Builder is or may be responsible or liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner. The Design/Builder shall not indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys' fees, arising out of sickness, bodily injury, disease or death, or to loss or destruction of tangible property caused by or resulting from the sole negligence of the Owner, or its officers, agents or employees; provided, however, the preceding limitation concerning the sole negligence of the Owner or its officers, agents or employees shall not limit or affect any obligation of the Design/Builder under workers' compensation or coverage or insurance specifically relating to workers' compensation, nor any requirement that one party to this Agreement purchase a project specific insurance policy, including owner's or contractor's protective insurance, builder's risk insurance, installation coverage, project management protective liability insurance, an owner controlled insurance policy, or a contractor controlled insurance policy.

ARTICLE 22

INSURANCE

Design/Builder shall have and maintain the insurance in accordance with the requirement of Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE 23

SURETY BONDS

(A) Performance Bond And Payment Bond: Design/Builder shall furnish separate performance and payment bonds to Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by Design/Builder shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by Design/Builder, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by Design/Builder shall be in the exact form provided by the Owner and shall be executed by a surety, or sureties, licensed in the State of Georgia by the Office of Commissioner of Insurance, rated A or better by A.M. Best Company, listed on the United States Department of Treasury's Listing of Approved Sureties (Treasury Department Circular 570) as a surety authorized to write bonds for the U.S. Government with a total underwriting limitation equal to or greater than the penal sum of the bonds as adjusted from time to time, and not otherwise reasonably objectionable to the Owner.

ARTICLE 24

MISCELLANEOUS PROVISIONS

(A) Governing Law: The Contract shall be governed by the laws of the State of Georgia. Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. The Design/Builder and its Surety(ies) irrevocably consent, and waive any objection they may have, to the exclusive jurisdiction and venue of the Superior Court of DeKalb County, Georgia, with respect to any matter or dispute arising out of or relating to this Contract.

(B) Successors And Assigns: Owner and Design/Builder bind themselves, their successors, assigns, executors, administrators and other legal representatives to the other party hereto and to successors, assigns, executors, administrators and other legal representatives of such other party in respect to all terms and conditions of this Contract.

(C) Non-Assignment: Design/Builder shall not assign the Contract, or any part of the Contract, nor shall it delegate any of its duties hereunder, without prior written consent of Owner.

(D) Notices: Any notice required to be given herein shall be deemed to have been given to the other party if provided by either registered or certified mail, return receipt requested, or hand delivery, to the following addresses:

To Owner:

DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084
Attn: Director of Design and Construction

With a copy to:

Mr. Erick Hofstetter, Chief Operating Officer
c/o DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084
Attn: Project Manager for _____

To Design/Builder:

All notices shall be effective upon receipt. Either party may change its address for notices by giving the other party a notice hereunder.

(E) Publicity: No information relative to the existence or the details of the Design Services or the Work shall be released by Design/Builder, either before or after completion of the Project, for publication, advertising or any commercial purposes without Owner's prior written consent.

(F) Severability: In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

(G) No Third Party Beneficiaries: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

(H) Day: Unless otherwise expressly provided to the contrary in the Contract, the term “day” shall mean calendar day.

(I) Codes and Standards: Any codes and standards referred to in the Contract Documents are minimum standards. If the requirements of the Contract Documents exceed those of the codes and standards, the Contract Documents shall govern.

(J) Affidavits of Non-collusion: The Design/Builder shall provide, and shall require its Subcontractors to provide, such affidavits of non-collusion as may be required by applicable law or the Owner, in form and content satisfactory to the Owner, at such time as may be required by applicable law or the Owner.

(K) Immigration and Security: The Design/Builder and all subcontractors shall comply with all state and federal immigration laws, rules and regulations, and the Design/Builder and all subcontractors shall provide the Owner with a completed and signed Immigration and Security Form and accompanying affidavits, in the form attached hereto as Exhibit “L” as a condition precedent to Final Payment.

ARTICLE 25

COOPERATION WITH PROGRAM MANAGER

(A) The “Program Manager” is the individual or entity named by the Owner, in writing from time to time, as the Program Manager. The Design/Builder shall fully cooperate with the Program Manager. Such cooperation shall include, without limitation, providing any requested information to the Program Manager, and advising, meeting with, consulting with, and coordinating with the Program Manager.

(B) The Design/Builder acknowledges that it has received, reviewed, and studied the contract between the Owner and Program Manager. To the extent that the Program Manager is authorized by its contract with Owner to act as the agent of the Owner, Design/Builder agrees to comply with all directions and instruction given by the Program Manager.

ARTICLE 26

PROHIBITION AGAINST CONTINGENT FEES

(A) The Design/Builder by execution of this Agreement warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 27

ADDITIONAL REQUIREMENTS AND ASBESTOS STATEMENT

Attached hereto and incorporated herein as part of this Agreement are the Additional Requirements included as Exhibit “K”, and the Asbestos Statement of Declaration included as Attachment “K-1”. The Design/Builder and its architectural Subcontractor shall sign and deliver to the Owner the Asbestos Statement Declaration at such time as the Owner may require.

Executed by the parties' duly authorized representatives as indicated by their signatures below.

OWNER

DeKalb County Board of Education (Seal)

By: _____
(Signature)

Mr. Diijon DaCosta Sr. Board Chair
(Printed Name, Title)

By: _____
(Signature)

Dr. Devon Q. Horton, Superintendent
(Printed Name, Title)

DeKalb County Board of Education

1701 Mountain Industrial Boulevard

Stone Mountain, GA 30083
(Address of Owner)

(Date of Execution)

Erick Hofstetter, Chief Operating Officer

DESIGN/BUILDER

(Typed Name of Design/Builder) (Seal)

By: _____
(Signature)

(Printed Name, Title)

(Address of Design/Builder)

(Date of Execution)

EXHIBIT "A"

REQUIRED INSURANCE

(1) The Design/Builder shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Design/Builder's operations under the Contract; whether such operations are by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

(a) claims under workers' or workmen's compensation disability benefit or other similar employees benefit acts;

(b) claims for damages because of bodily injury, occupational sickness or disease or death of its employees;

(c) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;

(d) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Design/Builder, or (2) by any other person;

(e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

(f) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

(2) The insurance required by Paragraph 1 shall be written for not less than any limits of liability specified in the contract documents, or required by law, whichever is greater.

(3) The insurance required by Paragraph 1 shall include contractual liability insurance.

(4) The Design/Builder shall be responsible from the time of signing the Contract or from the time of the beginning of the first Design Services or work, whichever shall be earlier, for all bodily injury (including death) or damage to property of any kind resulting from the Design Services or Work under this Contract to persons or property.

The Design/Builder assumes the obligation to save the Owner harmless and to indemnify it from every expense, liability or payment arising out of or through bodily injury (including death) to any person or persons or damage to property of any person arising out of any act of the Design/Builder, any Subcontractor or anyone either:

(a) directly or indirectly employed by or;

(b) under the supervision of any of them in the prosecution of the Design Services or Work included in the Contract.

Liability policies shall name the Owner and DeKalb County School District as an additional insured.

(5) The Design/Builder agrees to comply with the provisions of the Workman's Compensation laws of the State of Georgia and to require all Subcontractors likewise to comply. Design/Builder shall secure the following insurance at his own expense and prior to starting any Design Services or Work shall file Certificates of Insurance with the Owner, except that on the Owner's Protective Insurance, original policies shall be filed with the Owner.

(a) Workmen's Compensation – Statutory Limits Employer's Liability - \$1,000,000.00

- (b) Comprehensive General Liability (including Premises-Operations; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage and Broad Form General Liability Endorsement).
 - 1. Bodily Injury: \$1,000,000.00 Each Occurrence; \$1,000,000.00 Aggregate; Products and Completed Operations (Umbrella).
 - 2. Property Damage: \$500,000.00 Each Occurrence; \$1,000,000.00 Aggregate.
 - 3. Products and Completed Operation Insurance shall be maintained for a minimum period of one (1) year after final payment and Design/Builder shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period.
 - 4. Property Damage Liability Insurance shall include coverage for Explosion, Collapse, and Underground.
 - 5. Contractual Liability (Hold Harmless Coverage): Bodily Injury: \$1,000,000.00 Each Occurrence; Property Damage: \$500,000.00 Each Occurrence; \$500,000.00 Aggregate.
 - 6. Personal Injury, with Employment Exclusion deleted: \$1,000,000.00 Aggregate.
- (c) Comprehensive Automobile Liability (owned, non-owned, hired);
 - 1. Bodily Injury: \$1,000,000.00 Each Person, \$1,000,000.00 Each Accident.
 - 2. Property Damage: \$1,000,000.00 Each Occurrence.
 - 3. Personal Injury Protection: Statutory Limits.

(6) Certificates of Insurance (2 copies) shall be filed with Owner before commencement of Design Services or Work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled, changed or allowed to expire until fifteen (15) days after the Owner has received written notice evidence by return receipt of registered letter.

(7) Insurance will not be acceptable unless written by a Company licensed by the State Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to the Owner.

(8) Design/Builder shall purchase and maintain Owner's Protective Liability Policy with minimum limits of:

- (a) Bodily Injury: \$1,000,000.00 Each Occurrence, \$1,000,000.00 Aggregate.
- (b) Property Damage: \$500,000.00 Each Occurrence, \$500,000.00 Aggregate.
- (c) Personal Injury, with Employment Exclusion deleted: \$1,000,000.00 Aggregate.

This policy shall be issued in the name of DeKalb County Board of Education and delivered to Owner along with Certificates of Insurance. Employees of the DeKalb County Board of Education shall be included as an additional insured.

(9) Design/Builder shall purchase and maintain BUILDER'S RISK INSURANCE payable to the Design/Builder and Owner, as their interest may appear, upon the entire structure and all materials in or adjacent thereto which are to be made a part of the insured structure of 100% of the insurable value thereof covering fire, extended coverage, vandalism and malicious mischief.

(10) The Design/Builder may, at his option, purchase insurance policies having a "deductive" feature provided that:

- (a) Deductible amount does not exceed \$2,500.00.
- (b) Design/Builder agrees in written letter to the Owner to be responsible for payment of any such deductibles, in the event that such payment should become necessary.

(11) In addition, the Design/Builder shall provide and maintain Professional Liability Insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Project with a minimum level of coverage equal to or greater than 20% percent of the Contract Price, but not less than \$250,000 for the Project and a maximum deductible of \$50,000. The coverage provided herein shall contain an endorsement providing sixty (60) days' notice to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to the Owner

(12) In addition, the Design/Builder shall maintain the following other insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Project. The Design/Builder shall secure the following insurance at his own expense and shall file Certificates of Insurance with the Owner within five (5) days after the execution of this Agreement. Insurance will not be acceptable unless written by a company licensed by the State of Georgia Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to the Owner.

12.1.1 Workmen's Compensation and Employer's Liability to statutory limits.

12.1.2 Comprehensive Commercial General Liability including Owner's & Contractor's Protective with the following limits;

- (a) General Aggregate: \$1,000,000;
- (b) Products and Completed Operations Aggregate: \$1,000,000;
- (c) Personal & Advertising Injury: \$1,000,000;
- (d) Each Occurrence: \$1,000,000;
- (e) Fire Damage (Any one fire): \$50,000; and,
- (f) Medical Expense (Any one person): \$5,000

12.1.3 Automobile Liability (owned, non-owned, hired) with combined single limit of \$1,000,000 per occurrence.

12.2 The Owner and DeKalb County School District shall be included as additional insured on the coverages specified in Subparagraphs 12.1.2 and 12.1.3, and shall be indicated as such on certificates of insurance required herein.

12.3 These certificates shall contain a provision that coverages afforded under the policies will not be canceled, changed or allowed to expire until sixty (60) days after the Owner has received written notice evidence by return receipt of registered letter.

12.4 Unless expressly waived by Owner in writing, Design/Builder shall permit no consultant retained by Design/Builder to enter upon any Project site or perform any Services unless such consultant is and remains insured in accordance with the requirements of Paragraphs 12.1.1, 12.1.2, and 12.1.3. Design/Builder shall indemnify Owner for any loss or damage suffered by Owner as a result of the failure of any of Design/Builder's consultants to be so insured.

EXHIBIT “B”

LIQUIDATED DAMAGES

Liquidated damages applicable to Paragraphs 8(C) and 8(D) of this Agreement shall be the amount stated in the right column below which is directly opposite the applicable Contract Price range stated in the left column below.

If The Original Contract Price Is:

Daily Liquidated Damages Shall Be:

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

EXHIBIT "C"

CONTRACTOR AFFIDAVIT

By executing the affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____ (name of public employer) 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 of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Contractor Name)

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:

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

EXHIBIT "D"

SUBCONTRACTOR AFFIDAVIT

By executing the affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____ (name of public employer) 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 of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____, DAY OF _____, 20__

Notary Public
My Commission Expires:

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

EXHIBIT “E”

SAMPLE ITEMIZATION OF TASKS FOR DESIGN SCHEDULE

This exhibit is intended to be illustrative of the itemization of tasks Owner requires in the Design Schedule. Nothing herein shall be deemed or construed to limit the Design/Builder’s duties to the tasks identified in this exhibit. Illustrative tasks include, without limitation, the following as applicable to the Project:

Notice to Proceed

Project Kick-Off Meeting

PRELIMINARY CONSULTATION

- As-built Documentation/Building Space Survey
- MEP Analysis/Investigation
- Needs Assessment
- Code Review
- Utilities Review
- Program/Planning Work Sessions
- Preliminary Presentation
- Final Submission
- Owner Review & Approval
- Notice to Proceed
- Soil Borings
- Survey

PRELIMINARY DESIGN

- Document Preparation
- Finalize Site Architectural Plan
- Finalize Conceptual Floor Plans
- GDOE Preliminary Submittal
- GDOE Preliminary Approval
- Civil Documents
- Landscape Conceptual Plan
- LDP Submittal
- LDP Approval
- Architectural Plans (Renovations & Addition)
- Preliminary Interiors Selections
- Interiors Presentation to Owner
- Incorporate Owner’s Comments Interiors
- Structural
- MEP
- Preliminary Cost Estimate
- Outline Specifications
- Quality Control Review
- Fire Marshal Review
- Submit Preliminary Design to Owner
- Review Documents w/Owner
- Incorporate Owner Comments
- Notice to Proceed to Construction Documents
- GDOE Check Set Submittal
- GDOE Check Set Approval

CONSTRUCTION DOCUMENTS

- Document Preparation
- Final Civil Documents
- Architectural Plans
- Structural
- MEP
- Specifications
- Coordination of Documents
- Quality Control Review
- Final Cost Estimate
- Submit C.D. Documents to Owner
- Review Documents w/Owner
- Incorporate Owner Comments

BUILDING PERMIT

- GDOE Final Submission
- Submit for Building Permit
- GDOE Final Approval
- Building Permit/LDP
- Incorporate Permit Review comments

BID/NEGOTIATIONS

- Bid Period
- Pre-Bid Conference
- Negotiations & Award
- Begin Construction

EXHIBIT “F”

MINIMUM REQUIREMENTS FOR DESIGN/BUILDER’S SCHEDULE OF CONSTRUCTION

PART 1 - GENERAL

- 1.1 **DEFINITIONS.** For purposes of this Exhibit, the following terms shall have the meanings set forth below.
- A. **Activity:** A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
 - B. **Cost Loading:** The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total portion of the Contract Price allocated to the Work, unless otherwise approved by Owner.
 - C. **CPM:** Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the project.
 - D. **Critical Path:** The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall project duration and contains no float.
 - E. **Event:** The starting or ending point of an activity.
 - F. **Float:** The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to Owner.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
 - G. **Fragnet:** A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
 - H. **Major Area:** A story of construction, a separate building, or a similar significant construction element.
 - I. **Milestone:** A key or critical point in time for reference or measurement.
 - J. **Network Diagram:** A graphic diagram of a network schedule, showing activities and activity relationships.
 - K. **Resource Loading:** The allocation of manpower and equipment necessary for the completion of an activity as scheduled.
- 1.2 **SUBMITTALS**
- A. **Preliminary Schedule of Construction:** Submit two opaque copies.

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

1.3 QUALITY ASSURANCE

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

1.4 COORDINATION

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

PART 2 - PRODUCTS

2.1 DESIGN/BUILDER'S SCHEDULE OF CONSTRUCTION, GENERAL

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

- b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 - 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
 - 8. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - i. Structural completion.
 - j. Permanent space enclosure.
 - k. Completion of mechanical installation.
 - l. Completion of electrical installation.
 - m. Substantial Completion.
 - 9. Other Constraints: Show the effect of any additional constraints.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Commencement Date, Substantial Completion, and Final Completion and interim milestones required by Owner, if any.
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
- 1. Design/Builder shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Owner's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, project record documents, and demonstration and training (if applicable), in an appropriate amount.
 - 2. Each activity cost shall reflect an accurate value subject to objection by Owner.
 - 3. Total cost assigned to activities shall equal the total portion of the Contract Price allocated to the Work.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

- 1. Use software, version and operating system required by Owner.

2.2 DESIGN/BUILDER'S SCHEDULE OF CONSTRUCTION (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: Submit diagram within 7 days of date established for commencement of the Work. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Design/Builder's Schedule of Construction using a computerized, cost-loaded and resource-loaded, time-scaled CPM network analysis diagram for the Work.
 - 1. Submit CPM schedule within 15 days after date established for commencement of the Work.
 - n. Failure to include any Work item required for performance of this Contract shall not excuse Design/Builder from completing all Work within applicable completion dates.
 - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. If applicable, work by Owner that may affect or be affected by Design/Builder's activities.
 - i. Testing and start up.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 - 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
- 1.
 2. Design/Builder or subcontractor and the Work or activity.
 3. Description of activity.
 4. Principal events of activity.
 5. Immediate preceding and succeeding activities.
 6. Early and late start dates.
 7. Early and late finish dates.
 8. Activity duration in workdays.
 9. Total float or slack time.
 10. Average size of workforce.
 11. Dollar value of activity (coordinated with the Schedule of Values).
- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the critical path.
 6. Changes in total float or slack time.
 7. Changes in the Contract Time.
- G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

PART 3 - EXECUTION

3.1 DESIGN/BUILDER'S SCHEDULE OF CONSTRUCTION

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
1. In-House Option: Owner may waive the requirement to retain a consultant if Design/Builder employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

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

END OF EXHIBIT

EXHIBIT "G"

PARTIAL WAIVER AND RELEASE OF CLAIM RIGHTS

PROJECT: OWNER: DeKalb County Board of Education

DESIGN/BUILDER:

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

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

The undersigned further acknowledges receipt of all sums due pursuant to prior pay requests and warrants that all persons employed by the undersigned and all persons supplying materials and/or renting equipment to the undersigned have been paid in full.

DATED: _____

FIRM: _____

BY: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public

My commission expires:

____/____/____

EXHIBIT "H"

**FORM OF CONSENT OF SURETY TO
REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE**

TO OWNER:
DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084

PERFORMANCE BOND NO.:
PAYMENT BOND NO.:

CONTRACT FOR:

PROJECT:
[Name and address]

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Design/Builder as indicated above,

[insert name and address of Surety]

Surety, on bond of _____,
[insert name and address of Design/Builder]

Design/Builder, hereby approves the reduction in or partial release of retainage to the Design/Builder as follows:

The Surety agrees that such reduction in or partial release of retainage to the Design/Builder shall not relieve the Surety of any of its obligations to the DeKalb County Board of Education as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: _____

SURETY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

ATTEST: _____
[SEAL]

Note: Original Current Power of Attorney with Current Certificate Shall Be Attached Hereto.

EXHIBIT "I"

**FORM OF
DESIGN/BUILDER'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**

STATE OF: _____
COUNTY OF: _____

This Design/Builder's Affidavit of Payment of Debts and Claims is for the Contract dated

_____, for design and construction of _____,
[Insert Project Description]

between _____ ("Design/Builder") and the DeKalb County Board of Education ("Owner").

As to said Contract, the undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Design/Builder for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

DESIGN/BUILDER:
(Name and Address)

By: _____
(signature of authorized representative)

(printed name and title)

Subscribed and sworn to before me on this
____ day of _____, ____.

Notary Public

My Commission Expires:
____/____/____

EXHIBIT "J"

FINAL WAIVER AND RELEASE OF CLAIM RIGHTS

PROJECT: OWNER: DeKalb County Board of Education

DESIGN/BUILDER:

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

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

The undersigned further acknowledges receipt of all sums due pursuant to prior pay requests and warrants that all persons employed by the undersigned and all persons supplying materials and/or renting equipment to the undersigned have been paid in full.

DATED:_____ FIRM:_____

BY:_____

TITLE:_____

STATE OF _____

COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public

My Commission expires:

____/____/____

EXHIBIT "K"

**FORM OF
DESIGN/BUILDER'S AFFIDAVIT OF RELEASE OF CLAIMS**

STATE OF: _____
COUNTY OF: _____

This Design/Builder's Affidavit of Release of Claims is for the Contract dated _____, for
design and construction of _____,
[Insert Project Description]

between _____ ("Design/Builder") and the DeKalb County Board of Education
("Owner").

As to said Contract, the undersigned hereby certifies that to the best of undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Claims attached hereto include the Design/Builder, all Subcontractors, all suppliers of materials and equipment, and all suppliers of Work, labor or services who have or may have claims or the right to assert claims arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

DESIGN/BUILDER:
(Name and Address)

By: _____
(signature of authorized representative)

(printed name and title)

Subscribed and sworn to before me on this
____ day of _____, ____.

Notary Public

My Commission Expires:

____/____/____

EXHIBIT "L"

**FORM OF
CONSENT OF SURETY TO FINAL PAYMENT**

TO OWNER:
DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084

PERFORMANCE BOND NO.:
PAYMENT BOND NO.:

CONTRACT FOR:

PROJECT:
[Name and address]

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Design/Builder as indicated above,

[insert name and address of Surety]

Surety, on bond of _____,
[insert name and address of Design/Builder]

Design/Builder, hereby approves of final payment to the Design/Builder, and agrees that final payment to the Design/Builder shall not relieve the Surety of any of its obligations to the DeKalb County Board of Education as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:_____

SURETY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

ATTEST: _____
[SEAL]

Note: Original Current Power of Attorney with Current Certificate Shall Be Attached Her

EXHIBIT “M”

ADDITIONAL REQUIREMENTS

1. The Owner shall have the right, but not the obligation, to interview the design and management staff assigned to this Project. (Management and design staff shall have experience in school construction.)
2. The Design/Builder shall hold a job site progress meeting at least once every two weeks, once site work begins.
3. The Design/Builder shall provide the Owner with all final drawings on computer disk in AutoCAD version 2000, or scanned onto magnetic media that can be accessed by AutoCAD 2000.
4. The Design/Builder shall provide the Owner with 11” X 17” prints of the final site plan/grading plan, staking plan, and overall floor plan.
5. The Design/Builder shall file and review all plans with the DeKalb County Building Department, Development Department, and Fire Marshal, and incorporate all review comments on the plans prior to submitting Detailed Design plans to Owner. (Development review is very specific and extensive and can take six weeks or more.)
6. Periodic field visitations shall be made during construction by all of the consultants retained for this Project to observe the implementation of their specific discipline and the Design/Builder shall require each consultant to generate a written report of each visit. The Design/Builder shall provide the Owner with copies of such written reports as promptly as possible and in any event not later than 5 days after each such visit.
7. Final inspections and punch lists shall be made by each of the consulting engineers, as well as the Design/Builder. The Design/Builder shall provide the Owner with copies of the punch lists and any other written reports from these visits as promptly as possible and in any event not later than 3 days after each such visit.
8. The maximum drawing sheet size shall be 30” X 42”.
9. The Design/Builder shall include up to two storm water detention ponds as part of the basic design package, if appropriate.
10. The Design/Builder’s plans and services shall be all-inclusive in complying with the requirements of the State Department of Education, the ordinances and codes of the DeKalb County Government and any other applicable laws, including without limitation the requirement of weekly erosion control inspections and reports and the preparation of plans and notices required for the State Department of Natural Resources Storm Water Discharge Permits.
11. The Design/Builder shall provide an Asbestos Statement of Declaration per the Exhibit “M-1” included with this Exhibit “M,” or in such other form as may be required by the Owner or the Georgia Department of Education.

EXHIBIT "M-1"

**ASBESTOS EXCLUSION CERTIFICATION FORM
(NEW CONSTRUCTION & ADDITIONS ONLY)**

In compliance with AHERA Part 763 "Asbestos", Subpart E "Asbestos Containing Materials in Schools", Section 763.99 "Exclusions" paragraph (a)(7), I _____
(Architect)

of record for _____,
(Project Name) (Substantial Completion Date)

located in _____,
(School System Name) (State Project Number)

certify that to the best of my knowledge no Asbestos Containing Building Material (ACBM) was specified as a building material in any construction document, nor was any ACBM building material installed on this project.

(Architectural Firm)

(Signature of Architect)

(Date)

(Georgia Architectural License Number)

(Seal and Signature)

APPENDIX H PERFORMANCE BOND (Contractor)

_____, a corporation duly
[Insert Proper Name of Surety]

organized and existing under the laws of the State of _____, as surety ("Surety"), and

_____, as principal
[Insert Proper Name of Contractor]

("Contractor"), enter into, execute this bond ("Performance Bond"), and bind themselves in favor of the DeKalb County Board of Education as obligee ("Owner"), in the penal sum of

_____ dollars (\$ _____), as of _____.
[Insert Penal Sum in words and numerals] *[Insert Date of Construction Contract]*

WHEREAS, the Contractor has signed a contract with the Owner dated _____, 2 ____
("Construction Contract") for construction of:

DCSD Project No.239-36,243-36,416-36,251-36 - Design/Build Roof Replacement Services at Kittredge Magnet School, McLendon ES, Ronald E. McNair HS and Oak View ES located at 2383N. Druid Hills Rd. NE, Atlanta, GA 30329,3169 Hollywood Drive, Decatur, GA 30033, 1804 Bouldercrest Road SE, Atlanta, 3574 Oakvale Road Decatur, GA 30034 . ("Project"); and

WHEREAS, the Owner has required the Contractor to furnish this Performance Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1.

The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract, including, without exception, all of its terms and conditions, both express and implied.

2.

The condition of this obligation is such that if the Contractor shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Construction Contract within the time

provided therein and any extensions thereof that may be granted by the Owner, including specifically obligations that survive or extend past the completion of the Work as defined in said Construction Contract, and shall stand behind and perform fully any guaranty or warranty required under said Construction Contract or by law, and shall, at all times, perform its Construction Contract obligation as provided by law, and shall also well and truly perform all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Construction Contract that may hereafter be made, and shall indemnify and save harmless said Owner of and from any and all loss, damage, and expense, including costs and attorneys' fees, which the said Owner may sustain by reason of failure so to do, including costs and attorneys' fees incurred in enforcing the Construction Contract or this Performance Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

3.

In no event shall the Surety be obligated to the Owner hereunder for any sum in excess of the Penal Sum. As used in this Performance Bond, the term "Penal Sum" means the amount stated as the penal sum in the preamble of this Performance Bond, as that amount may be adjusted from time to time pursuant to Paragraph 4 below.

4.

The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed. If the total amount payable by the terms of the Construction Contract is increased to an amount in excess of the then current Penal Sum, then, automatically and without notice to or any action required of any party, the Penal Sum shall be increased as the total amount payable by the terms of the Construction Contract is increased.

5.

This Performance Bond is provided by the Surety for the sole and exclusive benefit of the Owner, together with its successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.

6.

Any and all notices to the Surety, the Contractor or the Owner shall be given by Certified Mail,

Return Receipt Requested, to the address set forth for each party below:

Surety: _____

Attn: _____

Contractor: _____

Owner: DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084
Attn: Erick Hofstetter, Chief Operating Officer

7.

Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Construction Contract has not run or expired.

CONTRACTOR:

SURETY:

[Typed Name] [Seal]

[Typed Name] [Seal]

By: _____
[Signature]

By: _____
[Signature]

[Printed Name, Title and Address]

[Printed Name, Title and Address]

APPENDIX I: PAYMENT BOND (Contractor)

_____, a corporation duly
[Insert Proper Name of Surety]
organized and existing under the laws of the State of _____, as surety ("Surety"), and
_____, as principal ("Contractor"), enter
[Insert Proper Name of Contractor]
into, execute this bond ("Payment Bond"), and bind themselves in favor of the DeKalb County Board of
Education, as obligee ("Owner") in the penal sum of
_____ dollars (\$ _____), as of _____.
[Insert Penal Sum in words and numerals] [Insert Date of Construction Contract]

WHEREAS, the Contractor has signed a contract with the Owner dated _____,
2 _____ ("Construction Contract") for construction of:

DCSD Project No. 239-36,243-36,416-36,251-36 - Design/Build Roof Replacement Services for Kittredge Magnet School, McLendon ES, Ronald E. McNair HS and Oak View ES located at 2383 N. Druid Hills Rd NE, Atlanta, GA 30329, 3169 Hollywood Drive, Decatur, GA 30033, 1804 Bouldercrest Road SE, Atlanta, GA 30316 and 3574 Oakvale Road Decatur, GA 30034 ("Project"); and,

WHEREAS, the Owner has required the Contractor to furnish this Payment Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1.

The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied, and, without limitation, specifically including Contractor's obligation to pay for labor, materials, machinery, and equipment provided in connection with the Construction Contract performance.

2.

For purposes of this Payment Bond, Beneficiary is defined as any subcontractor or other person supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in the Construction Contract, or any other person entitled to the protection of this Payment Bond pursuant to the provisions of Title 36, Chapter 91, Official Code of Georgia Annotated.

3.

Every Beneficiary who has not been paid in full for labor or material furnished in the prosecution of the work on the Project before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by such person or the material or equipment or machinery was furnished or supplied by such person for which such claim is made, or when he or she has completed his or her subcontract for which claim is made, shall have the right to bring an action on this Payment Bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute

such action to final execution and judgment for the sum or sums due such person; provided, however, that:

(A) Any person having a direct contractual relationship with a subcontractor but no contractual relationship, express or implied, with the Contractor where the Contractor has not complied with the notice of commencement requirements in accordance with Code Section 36-91-92, Official Code of Georgia Annotated, shall have the right of action upon this Payment Bond upon giving written notice to the Contractor within ninety (90) days from the day on which such person did or performed the last of the labor or furnished the last of the material or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was performed or done; provided, however, that: (i) the Contractor's failure to supply a copy of the notice of commencement within ten calendar days of receipt of a written request from a subcontractor, materialman or person shall render the provisions of this paragraph 3(A) inapplicable to such subcontractor, materialman or person, and (ii) the Contractor's failure to file a notice of commencement shall render the notice to contractor requirements of this paragraph 3(A) inapplicable.

(B) Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the Contractor where the Contractor has complied with the notice of commencement requirements in accordance with subsection (a) of Code Section 36-91-92, Official Code of Georgia Annotated, shall have the right of action on this Payment Bond provided such person shall, within thirty (30) days from the filing of the notice of commencement or thirty (30) days following the first delivery of labor, material, machinery or equipment, whichever is later, give to the Contractor a written notice setting forth:

(i) The name, address and telephone number of the person providing labor, material, machinery or equipment;

(ii) The name and address of each person at whose instance the labor, material, machinery or equipment is being furnished;

(iii) The name and the location of the Project; and

(iv) A description of the labor, material, machinery or equipment being provided and, if known, the contract price or anticipated value of the labor, material, machinery or equipment to be provided or the amount claimed to be due, if any; and

(C) Nothing contained in this Payment Bond shall limit the right of action of a Beneficiary to the ninety (90) day period referenced in paragraph 3(A) above.

The notice required under paragraph 3(A) of this Payment Bond may be served by registered or certified mail, postage prepaid, or statutory overnight delivery, duly addressed to the Contractor, at any place at which the Contractor maintains an office or conducts his or her business or at his or her residence, by depositing such notice in any post office or branch post office or any letter box under the control of the United States Postal Service; alternatively, notice may be served in any manner in which the sheriffs of the State of Georgia are authorized by law to serve summons or process.

Every action instituted on this Payment Bond shall be brought in the name of the Beneficiary, without the Owner being made a party thereto.

4.

In no event shall the Surety be obligated hereunder for sums in excess of the Penal Sum. As used in this Payment Bond, the term "Penal Sum" means the amount stated as the penal sum in the preamble of this Payment Bond, as that amount may be adjusted from time to time pursuant to paragraph 5 below.

5.

The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed. If the total amount payable by the terms of the Construction Contract is increased to an amount in excess of the then current Penal Sum, then, automatically and without notice to or any action required of any party, the Penal Sum shall be increased as the total amount payable by the terms of the Construction Contract is increased. No agreement, modification, or change in the Construction Contract, change in the work covered by the Construction Contract, or extension of time for the completion of the Construction Contract shall release the Surety of this Payment Bond.

6.

No action can be instituted hereunder after one (1) year from the completion of the Construction Contract and the acceptance of the Project by the Owner and any other applicable public authorities.

7.

Unless otherwise provided herein, any and all notices to the Surety or the Contractor shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below, including a courtesy copy to the Owner:

Surety: _____

Attn: _____

Contractor: _____

Attn: _____

Owner: DeKalb County Board of Education
1780 Montreal Road
Tucker, Georgia 30084
Attn: Erick Hofstetter, Chief Operating Officer

8.

Notwithstanding any provision herein that may be to the contrary, this Payment Bond is intended to be a statutory payment bond under applicable laws of the State of Georgia and shall be so construed.

CONTRACTOR:

SURETY:

_____[SEAL]
[Typed Name]

_____[SEAL]
[Typed Name]

By: _____
[Signature]

By: _____
[Signature]

[Printed Name, Title and Address]

[Printed Name, Title and Address]



APPENDIX J: AFFIDAVIT OF PAYMENT

State of Georgia
County of DeKalb

In person before the undersigned officer authorized to administer oaths came _____ of _____ (the "Contractor"), who was the Contractor in charge of the services of _____ and improving the properties owned by DeKalb County School District (the "Owner"), said properties being known as Kittredge Magnet School, McLendon ES, Ronald E. McNair HS, and Oak View ES.

Deponent says that Contractor has been in direct charge of the completion of services in connection to the above property, and Deponent states that said services have now been fully completed in accordance with the contract.

Deponent says further that Contractor has paid in full the agreed contractors, subcontractors, suppliers, materialmen, and laborers used in providing said services and that all contractors, subcontractors, suppliers, materialmen, and laborers have been paid in full the agreed price or reasonable value of all labor or supplies furnished or services rendered. Deponent says that there are no contracts pending and not yet terminated that no disputes exist regarding contracts made in the improvements of said property and that the contract price has been paid in full by Owner.

Deponent further says that there are no unpaid bills of any nature, for labor, material or services for any improvements made on said property, either in the construction or repair of any improvements thereon, and that there are no retention title contracts, bill of sale, or other encumbrances of record affecting title to any personal property installed on said premises. Deponent states that Contractor hereby acknowledges receipt of payment in full for all amounts due and owing for making all of the improvements on said property aforementioned pursuant to the said contract.

APPENDIX J: AFFIDAVIT OF PAYMENT

Deponent further says that he has personal knowledge of the matters herein stated and is authorized and fully qualified to make this Affidavit.

Dated: _____

Name:
Title:
Company:

Sworn to and subscribed before me
This ____ day of _____, 20____.

Notary Public
My Commission Expires: _____

Appendix - K

Design/Build for Kittredge Magnet School, McLendon ES, McNair HS and Oakview ES

Activity	Duration	Start Date	End Date
Advertise for Design/Build Services	28 Days	10/19/23	11/09/23
Board Approval	1 Day	02/12/24	02/12/24
Contract Execution	30 Days	02/12/24	03/15/24
Notice to Proceed	1 Day	03/15/24	03/15/24
Design	90 Days	03/15/24	06/13/24
Design Development, Approval, and Completion	90 Days	03/15/24	06/13/24
Construction	231 Days	06/13/24	01/30/25
Construction - All Sites	231 Days	06/13/24	01/30/25
Substantial Completion/Start Warranty	1 Day		01/30/25
Substantial Completion - Total Scope	1 Day		01/30/25
Closeout	30 Days	01/30/25	03/01/25
Start Warranty - Total Scope		01/30/25	
Final Documentation	30 Days	01/30/25	03/01/25