



Fayette COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

August 13, 2014

Tim Symonds
Gleeds USA, Inc. dba Gleeds
Four Concourse Parkway, Suite 215
Atlanta, Georgia 30328

**Subject: Contract #A-41 Program Management for Renovation of the old Jail –
Notice to Proceed**

Dear Mr. Symonds:

You are hereby notified the contract for program management services for renovation of the old Fayette County Jail is fully executed. Your contact person for this project is Carlos Christian at (770) 320-6037. Please notify Carlos prior to getting started.

All insurance coverage shall be kept current for the duration of the contract period.

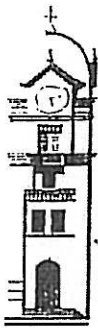
Thank you for your participation in this Fayette County project. If you have any questions, please do not hesitate to contact Trina Barwicks, Contract Administrator at (770) 305-5314.

Sincerely,

Ted L. Burgess
Director of Purchasing

TLB/tcb

Attachments



Fayette
COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

June 30, 2014

Tim Symonds
Gleeds USA, Inc. dba Gleeds
Four Concourse Parkway, Suite 215
Atlanta, Georgia 30328

Subject: Contract #A-41 Program Management for Renovation of the old Jail

Dear Mr. Symonds:

Fayette County, Georgia wishes to contract with your firm for program management services for renovation of the old Fayette County Jail. Attached, please find the Program Management Agreement and General Conditions of Engagement drafted by Gleeds. In the Program Management Agreement, the county has struck numbers: 6.1, 12 and 13. In the General Conditions of Engagement, the county has struck numbers: 12 and 14. If you agree with these changes, please initial the struck sections. Also; enclosed, please find Fayette County Additional Terms and Conditions and two copies of Fayette County contract agreement pages. You will need to sign both copies, and stamp them with your corporate seal, if applicable. Please return the complete document to the Fayette County Purchasing Department.

So that this agreement can be executed and to comply with state legal requirements, you will need to provide the following documentation:

1. **Insurance Certificate:** The Program Manager will need to provide current certificates of insurance for the limits of liability included in the agreement, with Fayette County, Georgia listed as an additional insured.
2. **Work Authorization Documents:** Georgia law (O.C.G.A. 13-10-91) stipulates that the county cannot enter into a contract for the physical performance of services "unless the contractor registers and participates in the federal work authorization program." In compliance with this legal requirement, the attached form titled *Contractor Affidavit under O.C.G.A § 13-10-91 (B) (1)* must be completed and signed by someone at least 18 years old, who is authorized to execute binding legal documents on behalf of your company. It must also be notarized.

Note: Affidavits for any subcontractors or sub-subcontractors are included here for your convenience, although you are not required to submit them to the county with the contractor affidavit.

Thank you, and if you have questions please contact Trina Barwicks, Contracts Administrator at 770-305-5314 or me.

Sincerely,

A handwritten signature in black ink, appearing to read "Ted L. Burgess", written over a horizontal line.

Ted L. Burgess
Director of Purchasing

TLB/tcb

Attachments

AGREEMENT

This Agreement, made this 13th day of August, 2014, by and between Fayette County, Georgia (hereinafter called "Owner") Gleeds USA, Inc. dba Gleeds (hereinafter called "Program Manager" or "Contractor").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Program Manager will provide professional services for renovation of the old jail, as described in the agreement.
2. The Program Manager agrees to perform all of the services described in the contract documents, and comply with the terms therein, for compensation of an amount not to exceed \$92,500.00.
3. The term "Contract Document" means and includes the following:
 - a. This Agreement
 - b. Program Management Agreement and General Conditions of Engagement
 - c. Contractor's (E-Verify) Affidavit
 - d. Notice to proceed
4. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
5. Any dispute which may arise under this Agreement shall be resolved under the laws of the State of Georgia and venue shall be proper in Fayette County, Georgia.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement on the date first above written.

OWNER:
Fayette County, Georgia


By: STEVE RAPSON, County Administrator

CONTRACTOR:

(L.S.)

BY: Chris Williams

Name: CHRIS WILLIAMS

Address: Four Concourse Parkway

Suite 215

Atlanta, GA 30328

Employer Identification Number:

58-1550182

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

180264
Federal Work Authorization User Identification Number

10/29/2008
Date of Authorization

GLEEDS USA, INC. dba GLEEDS
Name of Contractor

PROFESSIONAL SERVICES FOR RENOVATION
OF OLD JAIL
Name of Project

FAYETTE COUNTY, GEORGIA
Name of Public Employer

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

Executed on July, 21, 2014 in (city) Atlanta, (state) GA

Chris Williams
Signature of Authorized Officer or Agent

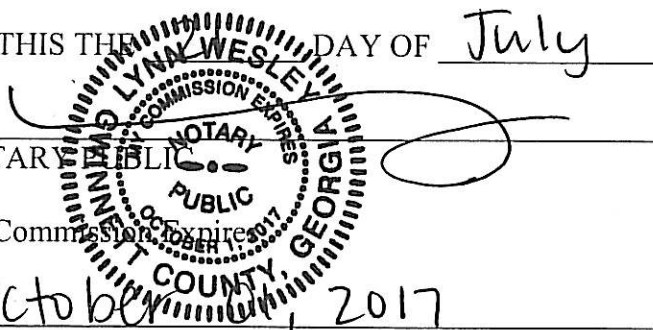
CHRIS WILLIAMS
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 21 DAY OF July, 2014.

NOTARY PUBLIC

My Commission Expires October 1, 2017





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2014

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

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

PRODUCER The Insurance Store 1634 White Circle, Suite 103 Marietta GA 30066		CONTACT NAME: Marion Guzman PHONE (A/C No. Ext.): (770) 422-4511 FAX (A/C No.): (770) 423-1417 E-MAIL ADDRESS: mguzman@tisga.com	
INSURED GLEEDS USA HOLDINGS, INC GLEEDS USA, INC GLEDS NEW YORK, INC. 4 CONCOURSE PARKWAY STE 215 ATLANTA GA 30328		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co. NAIC # 19682 INSURER B: CNA 35289 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL148505556

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		20SBATH5889	8/15/2014	8/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			20SBATH5889	8/15/2014	8/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			20SBATH5889	8/15/2014	8/15/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A		WC 6 11626338	8/15/2014	8/15/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Enclosed is form SS 00 08 04 05 which includes the policy language as respects additional insureds

CERTIFICATE HOLDER**CANCELLATION**

Fayette County Board of Commissioners
140 Stonewall Avenue West
Suite 101
Fayetteville, GA 30214

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Billions/MARION

ACORD 25 (2010/05)

INS025 (201005) 01

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2013

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

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

PRODUCER The Insurance Store 1634 White Circle, Suite 103 Marietta GA 30066		CONTACT NAME: Marion Guzman PHONE (A/C No. Ext.): (770) 422-4511 FAX (A/C No.): (770) 423-1417 E-MAIL ADDRESS: mguzman@tiaga.com	
INSURED GLEEDS USA HOLDINGS, INC GLEEDS USA, INC GLEEDS NEW YORK, INC. 4 CONCOURSE PARKWAY STE 215 ATLANTA GA 30328		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co. NAIC # 19682 INSURER B: Mass Bay 22306 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1372500979

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			20SBATH5889	8/15/2013	8/15/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person)				\$ 10,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/PO/ AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY			20SBATH5889	8/15/2013	8/15/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)				\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)				\$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		20SBATH5889	8/15/2013	8/15/2014	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE				\$ 5,000,000	
	DED <input checked="" type="checkbox"/> RETENTIONS	10,000					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WDA8790956	8/15/2013	8/15/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is Listed As Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

Fayette County Board of Commissioners
140 Stonewall Avenue West
Suite 101
Fayetteville, GA 30214

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Billions/MARION



VERIFICATION OF INSURANCE

TO: Fayette County, GA
ATTN: Mr. Ted Burgess, Director of Purchasing for Fayette County, 140 Stonewall Avenue West, Fayetteville, GA 30214

We act as Insurance Brokers to the Insured named below and in this capacity can provide brief details of the **Professional Indemnity Insurance** cover in force at this date as follows:-

NAME OF INSURED: Gleeds USA Inc.
Gleeds USA Holdings Inc.

Four Concourse Parkway, Suite 215, Atlanta, Georgia 30328, USA
and elsewhere

PERIOD: 12 months @ 23rd June 2014

LIMIT OF INDEMNITY: USD 2,000,000 in the aggregate but limited to USD 400,000
aggregate in respect of asbestos

POLICY NUMBER: P4006001

This document is provided for information only and is subject to Insurers policy terms, conditions, limitations and exclusions. Cover may also be subject to cancellation provisions and warranties. The issuance of this document does not make the person or organisation to whom it has been issued an additional insured and confers no rights upon the recipient, nor does it modify in any manner the contract of insurance between the Insured and Insurers.

Without prejudice to the foregoing no assurance is given by us to the adequacy or otherwise of limit of indemnity under the insurance policies. Nor do we express any view or assume any liability as to the solvency or future ability to pay of any of the insurance companies with whom the insurance policies have been placed. In each case you must rely upon your own assessment of such matters. We cannot comment as to whether the client has done or omitted to do anything which has rendered or may render any policy of insurance (including the insurance policy/policies noted in this document) taken out by it or by any other person in relation to any of the client's assets or liabilities void or voidable and you must similarly rely upon your own enquiries in this respect. The subscribing Insurers' obligations under policies to which they subscribe are several and not joint and are limited to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

Lockton does not accept any liability or responsibility to any Third Party in respect of the information provided nor do Lockton have any obligation to advise any changes to or cancellation of the insurances described.

This letter shall be governed by and shall be construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction.

SIGNED:

DATED: 6th August 2014

**Global Professional Risk Solutions,
A division of Lockton Companies LLP**

LOCKTON COMPANIES LLP
GLOBAL PROFESSIONAL RISK SOLUTIONS
The St Botolph Building, 138 Houndsditch, London EC3A 7AG
DX 765 London / City
Tel: 020 7933 0000 / FAX: 020 7933 0901
www.lockton.com

Gleeds
Four Concourse Parkway
Suite 215
Atlanta, Georgia 30328

Telephone: +1 770 395 1500
Facsimile: +1 770 395 1655
e-mail: atlanta@gleedsusa.com
www.gleedsusa.com

*International
Management &
Construction Consultants*

June 20th, 2014



Mr. Steve Rapson
Fayette County Administrator
140 Stonewall Ave. West
Fayetteville, GA 30214

Dear Steve,

Ref: Program Management Services for Fayette County Jail

Many thanks for your request for program management and cost consulting services on your project.

We have attached a scope of services for your consideration.

1. Phase 2 – Program Management Services

The services in the attached scope will be carried out as required at the appropriate time as required to meet the needs of the project.

Our first activity would be to work with the Jail Director and staff to fully understand all the scope and requirements of the project, as well as the conditions and constraints imposed by the running of the jail.

In parallel with these initial investigations, we would work with you and the design team to develop a program for the work to the old jail. We understand there are some other associated issues which need to be addressed as part of this project – such as linking the existing generator to the rest of the jail.

At strategic points during the design, we will review the scope of the project and budget with you to ensure the project is still on track and enable you to make decisions in a progressive manner as the project develops.

Fee Proposal based on Total Project Cost (TPC):

TPC \$1mm-\$1.9mm – Fee of 5%

TPC \$2mm-\$2.9mm – Fee of 4.5%

TPC \$3mm-\$3.9mm – Fee of 4.0%

We would propose basing our fee proposal on a TPC of \$1.85mm, over a 12 month period.
 $\$1,850,000 \times 5\% = \$92,500/12 = \$7,700/\text{month}$ in stage payments.



2. Expenses

This proposal excludes expenses comprising travel, accommodation, reproduction costs, express delivery and courier services. These are all reimbursable at net cost plus a 5% administrative fee.

3. Additional Services

If Gleeds is requested to provide services on an hourly basis, hourly rates effective to December 31, 2014 are as follows:

Principal	\$200.00 per hour
VP/Pre-Construction Director	\$160.00 per hour
Senior Project Consultant	\$150.00 per hour
Project Consultant	\$115.00 per hour
Assistant Project Consultant	\$95.00 per hour
Administration	\$45.00 per hour

Please note that services will not be performed on an hourly basis without your prior approval.

We strive to add value to our Clients by delivering buildings professionally and by managing the inherent risks in the construction process. Many of our Clients will attest to the fact that we have saved our fee many times over either in direct savings or by adding value in ensuring the projects we manage run smoothly.

Once again, we thank you for considering Gleeds and we look forward to working with you on this interesting project. We would of course, welcome the opportunity to discuss the content and structure of this proposal in more detail at your convenience.

We assure you of our very best attention at all times.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Williams", with a long horizontal line extending from the end of the signature.

Chris Williams
Executive Vice President

Encl.

PROGRAM MANAGEMENT AGREEMENT

and

GENERAL CONDITIONS OF ENGAGEMENT

PROGRAM MANAGEMENT AGREEMENT BETWEEN OWNER AND PROGRAM MANAGER

MEMORANDUM OF AGREEMENT made the day of BETWEEN:

FAYETTE COUNTY GOVERNMENT

(hereinafter called 'the Owner') of the one part

whose registered office is located at:

Purchasing Department, 140 Stonewall Avenue, West, Suite 101, Fayetteville GA 30214

and

GLEEDS USA, INC. dba GLEEDS

(hereinafter called 'the Program Manager') of the other part

whose registered office is located at:

Suite 215, Four Concourse Parkway, Atlanta, GA 30328

WHEREAS

A. The Owner has commenced and intends to proceed with:

(referred to in this Agreement as 'the Project') and has requested the Program Manager to provide professional services as referred to in the General Conditions of Engagement and Appendices attached hereto (referred to in this Agreement as 'the Services').

B. The Owner may appoint other consultants to provide other services in connection with the Project, who shall be responsible solely to the Owner.

NOW IT IS HEREBY AGREED as follows:

1. The Owner agrees to engage the Program Manager subject to and in accordance with the Conditions of Engagement attached hereto and the Program Manager agrees to provide the services set out in Appendix A subject to and in accordance with the said Conditions of Engagement.
2. The Program Manager shall act as the agent of the Owner, and be responsible for reasonably coordinating Owner-related administration, management, and communication on the Project.
3. The Program Manager's agency authority is more particularly described as:

- (a) Communicate to any Consultants the requirements of the Owner.
- (b) Solely for purposes of reporting to the Owner per paragraph 4.2, monitor schedule and progress.
- (c) Solely for purposes of reporting to the Owner per paragraph 4.2, monitor and use his reasonable endeavors to coordinate the efforts of all Consultants, advisers, contractors and suppliers directly connected with the Project.
- (d) Solely for purposes of reporting to the Owner per paragraph 4.2, monitor the cost of the Project by reference to the requirements of the Owner.
- (e) Develop the program requirements on behalf of the Owner.

4.1 The Program Manager shall not without the prior written consent of the Owner give to any contractor or any supplier or any other person any instruction the necessary effect of which would be materially either to vary the Project or to increase the cost or the time taken to complete the Project.

4.2 The Program Manager shall promptly inform the Owner in writing of anything the likely effect of which the Program Manager believes would be materially either:

- (a) to vary the Project; or
- (b) to increase the cost of the Project or change its quality or function; or
- (c) to increase the time taken to complete the Project.

5. The Program Manager shall not be responsible for:

- (a) Any forecasts of financial viability unless prepared by him.
- (b) The Consultant's designs and technical coordination thereof.
- (c) The advice or recommendations that may be provided by any Consultant or adviser appointed by the Owner.
- (d) The timing, sequence, means and/or methods of construction on the Project.
- (e) Any design aspect of the Project.

6.1 The Program Manager shall perform the Services outlined in the scope of services with reasonable skill, care and diligence, but:

- (a) such liability shall be limited to the sum insured as specified in clause 14 of the Memorandum of Agreement.

6.2 To the fullest extent permitted by law, no liability shall attach to the Program Manager either in contract or in tort or otherwise for loss, injury or damage sustained as a result of any defect in any material or the act, omission or insolvency of any person involved in the Project other than the Program Manager and the Program Manager shall not be liable to indemnify the Owner in respect of any claim made against the Owner for any such loss, injury or damage. This provision expressly survives this Agreement.

6.3 Clauses 6.1(a) and (b) and 6.2 shall not be valid insofar as prohibited by statute.

7. The Memorandum of Agreement and the said Conditions of Engagement shall together constitute the Agreement between the Owner and the Program Manager. Any variation thereof after the date of this Agreement shall only be by written consent of the parties.
8. The date of commencement of this Agreement shall be **June 23, 2014**
9. The period of delay referred to in clause 4.6 of the General Conditions of Engagement shall be: **60 Days**
10. (a) The Owner shall pay to the Program Manager the fee of:
- Fee Proposal based on Total Project Cost (TPC):
TPC \$1mm-\$1.9mm – Fee of 5%
TPC \$2mm-\$2.9mm – Fee of 4.5%
TPC \$3mm-\$3.9mm – Fee of 4.0%
- $\$1,850,000 \times 5\% = \$92,500$
- for the services listed in Appendix A of the Conditions of Engagement.
- (b) Payment of the fee shall be made in accordance with Appendix A of the Conditions of Engagement.
- (c) The fee is based on completion of the project by: **12 Months from Commencement** (only completed if a lump sum fee is to be agreed)
- (d) The rate of interest referred to in clause 6.3 of the Conditions of Engagement is **1.5 percent above Prime**.
11. The Program Manager will appoint **Tim Symonds** as the principal person employed by the Program Manager who will undertake the direction and control of the Program Manager's duties and obligations under this Agreement (subject to the provisions of clause 3.3 of the Conditions of Engagement).
12. Professional indemnity insurance referred to in clause 14 of the General Conditions of Engagement shall be effected for a sum of not less than: **\$2,000,000**
13. Intentionally left blank.
14. No indulgence shown by either the Owner or the Program Manager shall prevent the other subsequently insisting upon his rights and remedies under the Agreement.

AS WITNESS the hands of the parties the date first written above.

Duly Authorized Representative of the Owner:
Steve Rapson:

Signed:



Witness:

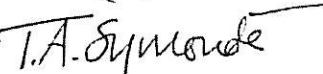
Address:

Duly Authorized Representative of the Program Manager:

Signed:



Witness:



Address:

*Four Concourse Parkway
Suite 215
Atlanta, GA 30328*

7. The Memorandum of Agreement and the said Conditions of Engagement shall together constitute the Agreement between the Owner and the Program Manager. Any variation thereof after the date of this Agreement shall only be by written consent of the parties.
8. The date of commencement of this Agreement shall be **June 23, 2014**
9. The period of delay referred to in clause 4.6 of the General Conditions of Engagement shall be: **60 Days**
10. (a) The Owner shall pay to the Program Manager the fee of:
- Fee Proposal based on Total Project Cost (TPC):**
TPC \$1mm-\$1.9mm – Fee of 5%
TPC \$2mm-\$2.9mm – Fee of 4.5%
TPC \$3mm-\$3.9mm – Fee of 4.0%
- \$1,850,000 x 5% = \$92,500**
- for the services listed in Appendix A of the Conditions of Engagement.
- (b) Payment of the fee shall be made in accordance with Appendix A of the Conditions of Engagement.
- (c) The fee is based on completion of the project by: **12 Months from Commencement** (only completed if a lump sum fee is to be agreed)
- (d) The rate of interest referred to in clause 6.3 of the Conditions of Engagement is **1.5 percent above Prime**.
11. The Program Manager will appoint **Tim Symonds** as the principal person employed by the Program Manager who will undertake the direction and control of the Program Manager's duties and obligations under this Agreement (subject to the provisions of clause 3.3 of the Conditions of Engagement).
12. Professional indemnity insurance referred to in clause 14 of the General Conditions of Engagement shall be effected for a sum of not less than: **\$2,000,000**
13. Intentionally left blank.
14. No indulgence shown by either the Owner or the Program Manager shall prevent the other subsequently insisting upon his rights and remedies under the Agreement.

AS WITNESS the hands of the parties the date first written above.

Duly Authorized Representative of the Owner:
Steve Rapson:

Signed:



Witness:

Address:

Duly Authorized Representative of the Program Manager:

Signed:

Witness:

Address:

GENERAL CONDITIONS OF ENGAGEMENT

1.0 Definitions of Terms

- 1.1 In this Agreement the following terms shall have the meanings hereby assigned:
- 1.1.1 *"The Owner"* - the person or company named in the Program Management Agreement.
 - 1.1.2 *"The Program Manager"* - the person or company named in the Program Management Agreement
 - 1.1.3 *"The Consultants"* - any or all of the consultants appointed by the Owner to undertake specialist design and other functions in connection with the Project.
 - 1.1.4 *"The Project"* - the project with which the Owner is proceeding and for which the services of the Program Manager have been engaged.
 - 1.1.5 *"The Brief"* - the brief provided by the Owner to the Program Manager prior to the date of this Agreement to describe the objectives of time, cost, quality, and function of the Project.
 - 1.1.6 *"The Services"* - the services to be provided by the Program Manager and identified in Appendix A of this Agreement.
 - 1.1.7 *"Total Construction Cost (TCC)"* The budget set by the Owner for the construction and soft costs associated with the project. The TCC does not include costs associated with Land, Financing or Equipment.

2.0 Schedule of Services

- 2.1 The services to be provided by the Program Manager have been listed in Appendix A
- 2.2 Additional services may from time to time be agreed between the parties. Any adjustment of payment to the Program Manager under clause 7.0 shall be agreed at the time.

3.0 Program Manager's Staff

- 3.1 The person named in clause 11 of the Program Management Agreement shall have full authority on behalf of the Program Manager.
- 3.2 The person named in clause 11 of the Program Management Agreement shall not be changed without the written consent of the Owner. The replacement shall be approved by the Owner in writing. Consent for the change, and approval of the replacement shall not be unreasonably withheld.
- 3.3 The Owner may request the replacement of the person named in clause 11 of the Program Management Agreement. The replacement shall be a member of the organization named as Program Manager. The Owner shall approve the replacement in writing, and approval shall not be unreasonably withheld.

4.0 Duration of Engagement

- 4.1 The appointment shall commence from the date stated in clause 8 of the Program Management Agreement.
- 4.2 The benefits and obligations of this Agreement may be assigned by either party but only with the prior written consent of the other.
- 4.3 The Owner may terminate this appointment at any time by notice in writing. Upon termination, the Owner shall make a payment in accordance with clause 10.1.
- 4.4 The Owner may postpone the Project and shall confirm such instruction in writing. Upon postponement, the Owner shall make a payment in accordance with clause 10.1.
- 4.5 If, following postponement, there is no resumption within six (6) months, this appointment shall be automatically terminated.
- 4.6 The Program Manager may terminate this Agreement if the Project is delayed and he is prevented from carrying out his Services for a period of more than the stated in clause 9 of the Program Management Agreement.
- 4.7 Either party shall be entitled forthwith to terminate this Agreement by written notice to the other if:
 - 4.7.1 That other party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same with thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 - 4.7.2 That other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - 4.7.3 That other party goes into liquidation unless it did so for the purposes of amalgamation of reconstruction and the amalgamated or reconstructed company has assumed the obligations of that other party under this Agreement;
 - 4.7.4 Anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party;
 - 4.7.5 That other party ceases or threatens to cease to carry on business.
- 4.8 For the purposes of clause 4.7.1 a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).
- 4.9 Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 4.10 The rights to terminate this Agreement given by clause 4.7 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or

any other breach. Upon termination, the Owner shall make payment in accordance with clause 11.

5.0 The Obligations of the Owner

- 5.1 The Owner shall provide the Program Manager with a Brief.
- 5.2 The Owner shall ensure that all information reasonably required by the Program Manager from the Owner or obtainable by the Owner is provided to the Program Manager when required without charge. The Owner shall give written consent to those matters listed in Appendix A when required, to enable the Program Manager to discharge his duties. The Owner shall provide everything reasonably necessary to enable the Program Manager to discharge his duties.
- 5.3 The Owner shall procure the services of, and directly appoint other consultants to the Project. The Program Manager shall be responsible for the management of the Consultants as identified by this Agreement, but no direct contract will exist between the Program Manager and the other consultant. The conditions of Engagement for such Consultants shall include provision that information required by the Program Manager in the performance of his duties is provided when reasonably required without charge to the Program Manager.
- 5.4 The Owner shall formally notify the Consultants of the authority given to the Program Manager to act on behalf of the Owner in the performance of the Program Manager's duties under this Agreement.
- 5.5 The Owner shall advise the Program Manager of the Owner's corporate or other arrangements for providing authority.

6.0 Payment

- 6.1 The Program Manager's fee for the service provided under this Agreement is stated in the Program Management Agreement.
- 6.2 Payment shall be due within 30 days of presentation of invoice. Invoices will be presented on a monthly basis.
- 6.3 Invoices remaining unpaid after 28 days shall bear interest at the rate stated in the Memorandum of Agreement. This provision shall not prejudice the right of the Program Manager to terminate his appointment under clause 4.7. Any disputed amounts shall not entitle the Owner to withhold payment of undisputed amounts.
- 6.4 If the Owner disputes any invoice and withholds payment, but the disputed amount is subsequently agreed or determined to have been due, interest shall be paid on the amount withheld as clause 6.3.
- 6.5 The fee is calculated assuming completion of the Project by the date stated in clause 10(c) of the Memorandum of Agreement. If the Project is extended by agreement between the parties beyond this date, the fee shall be adjusted in accordance with the provisions included in Appendix A.

7.0 Payment for additional services

If an additional service is required, the Program Manager shall notify the Owner in writing of the fact. If required, he shall furnish written quotations. The fee for any such additional service, if agreed, shall be treated as a variation and added to the total fee payable and the provisions of clause 6 shall apply thereto.

8.0 Goods, equipment and services

The Owner shall be responsible for the cost of provision and maintenance of all goods, material, equipment and services as listed in Appendix A.

9.0 Expenses

The fee stated in clause 10(a) of the Memorandum of Agreement shall be exclusive of all disbursements and expenses save those listed in Appendix A.

10.0 Payment following termination or suspension by the Owner

10.1 Following termination by the Owner under clause 4.3 or postponement under clause 4.4, the Owner shall pay to the Program Manager:

- (a) A fair proportion of the fee payable at the date of termination for services provided, payable under this Agreement such proportion to be calculated by reference to Appendix A.
- (b) The reasonably and properly incurred costs of the Program Manager resulting from this termination or postponement.

10.2 The Owner may issue a written order to resume within six (6) months of termination or postponement. The fee shall be that due under this Agreement plus cost under clause 10.1(b) plus an agreed fee for any additional costs and services in connection with the resumption.

10.3 If the duties of the Program Manager cannot be discharged for reasons outside the control of the Owner or the Program Manager, the appointment shall be treated as terminated. The Program Manager shall be entitled to appropriate payment under clauses 10.1(a) and 10.1(b).

11.0 Payment following termination by the Program Manager

Upon termination of his appointment under clause 4.6 or 4.7, the Program Manager shall be entitled to payment under clauses 10.1(a) and 10.1(b). Payment is without prejudice to any other rights and remedies of either party.

12.0 Settlement of disputes

Any dispute between the Owner and the Program Manager arising out of, or connected with this Agreement or the Project that is not resolved by negotiation or mediation, shall be determined by means of litigation and not through arbitration.

13.0 Notices

All notices and other communications shall be in writing and shall be deemed to have been duly given; when delivered if delivered by messenger during normal business hours of recipient; when sent if transmitted by facsimile transmission (receipt confirmed) during normal business hours of the recipient or on the third (3rd) business day following mailing if mailed by certified or registered mail postage prepaid in each case addressed to each party's registered office or any other address notified to each other in writing as an address to which notices, invoices and other documents would be sent.

14.0 Professional indemnity insurance

The Program Manager shall effect a professional indemnity insurance for the figure stated in clause 12 of the Memorandum of Agreement for each and every claim and provide evidence of such insurance having been effected.

15.0 Copyright

The copyright in all documents, calculations, and data in whatever form provided by the Program Manager in connection with the Project shall remain vested in the Program Manager. The Program Manager shall supply to the Owner copies in an agreed form of such documents, calculations, and data as and when they are intended to be issued or used. The Owner shall be granted a license to copy and use such documents, calculations and data only when the Program Manager has received payment in accordance with the Schedule of Payments in Appendix A and such other payments properly due in accordance with this Agreement. Such license shall be limited to use for the purposes of execution, repair, renewal, advertising, letting and promotion in connection with the Project.

16.0 Law

The Law of the State of Georgia and the United States of America shall apply to this Agreement.

PROGRAM MANAGEMENT SERVICES

Scope of Services

The following list is a broad identification of the scope of services provided by Gleeds to Fayette County in connection with the refurbishment & renovation of the old Fayette County Jail throughout our appointment:

- Overall administration of the construction program of behalf of Fayette County
- Development and maintenance of an Action Log detailing all critical activities, information, or decisions required, identifying the responsible party and the target date for completion
- Establishment of project hierarchy to facilitate decision making/review/approval process
- Obtain a full understanding of all contracts and direct the Consultants and Contractors as required by Fayette County
- Check insurances of Consultants, and arrange any necessary further checks
- Monitor the performance of Consultants and Contractors in the performance of their duties and the discharge of their responsibilities
- Development of a detailed monthly report
- Prepare and maintain cash flow forecasts and statements for monitoring project expenditure
- Report to Fayette County at regular intervals giving forecast of final costs, including costs of Change Orders and the cost implications of extensions of time, and forecasted completion dates
- Obtain authorization for costs of Change Orders when limit of authority is exceeded and check that costs are being agreed
- Agree with Consultants and Contractors their reporting and recording procedures
- Preparation and distribution of meeting minutes
- Development and maintenance of a Master Program Schedule that includes all activities that are an integral part of the program, including planning, design and construction and those items that are usually the Owners responsibility, such as funding and permits
- Advise on bonding and insurance requirements, track through construction phase to verify requirements are implemented. Advise on bonding requirements
- Notify Fayette County of decisions required from them
- Facilitation of any activity required between Fayette County and regulatory agencies to check that all regulatory requirements are met. Excludes regulatory issues covered under other project team member's contracts

PROGRAM MANAGEMENT SERVICES

- Monthly review of applications for payment from all project team members to ensure they are consistent with the Master Program Budget and contractual requirements. Make recommendation as to approval/revision. Ensure interim Lien and Claim Waivers are in place and in the correct form
- Arrange for the Contractors insurance certificate and renewal of insurance at renewal dates to be checked
- Check that the Contractors complies with all its contractual obligations and advise Fayette County when any departure from these obligations occurs. Advise Fayette County on options and procedures and generally provide advocacy in the Owners interests
- Ensure that Change orders and Requests for Information are being processed, responses are being issued and correctly circulated. Review and recommend necessity and validity of Change Orders and negotiate fair and reasonable pricing on behalf of Fayette County
- Manage and coordinate the RFI and Submittal process, assisting with expediting and prioritizing as necessary
- Ensure that contractual obligations are dealt with concerning extensions of time and issuing the appropriate certificates
- Check that the Contractors fulfil their contractual obligations in issuing appropriate completion certificates, warranties, payment representations and close-out documentation, etc.
- Advise Fayette County on appropriate procedures for dealing with performance failures and bond claims and advise on strategy, cost and schedule implications
- Check that payment and performance bonds are in place and in the correct form
- Monitoring of construction process, including:
 - attend and chair project team update meetings, at a minimum every four weeks
 - review, and make recommendations to Fayette County, on all proposed changes to the program including Change Orders
 - facilitate any required activity between project team members with respect to all contract requirements
 - review Contractors schedule updates, identify delays with cause and entitlement
 - document and generally troubleshoot to minimize Fayette County's exposure to claims
 - facilitate the resolution of any problems, or conflicts, among project team members to ensure compliance with each parties' contracts
- Monitoring of the preparation of the punch-list, and represent Fayette County during the final walk-through process so as to make a recommendation as to final approval
- Final Payment Request coordination, including confirming final lien waivers and other contractual requirements prior to recommending the final payment and release of retainage
- Facilitation of the compilation of all critical project documentation, including warranties, O&M Manuals and As-Builts.

PROGRAM MANAGEMENT SERVICES

- Manage warranty issues and determine acceptable resolution for Fayette County
- Coordinate final testing of building systems and ensure training requirements is carried out as per the contract

ADDITIONAL TERMS AND CONDITIONS
Professional Services – Old Jail Renovation

The following Terms and Conditions shall be part of the agreement with Gleeds USA, Inc. dba Gleeds, for professional services related to renovation of the old jail in Fayette County, Georgia. In the event of disagreement between the below provisions, and other parts of the agreement, these provisions shall govern. As used below, the term "county" means Fayette County, Georgia. Program Manager means Gleeds.

1. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by the Program Manager prior to the county issuing a written notice to proceed.
2. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the Program Manager is not the patentee, assignee or licensee.
3. **Indemnification:** The Program Manager shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Program Manager, or of any agent, employee, subcontractor or supplier in the execution of, or performance under this agreement. The Program Manager shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
4. **Insurance:** The Program Manager shall, without expense to the county, carry the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
 - **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - **Worker's Compensation:** Workers Compensation as required by Georgia statute.
 - **Professional Liability (Errors and Omissions) Insurance:** ~~\$1,000,000~~ ^{\$2,000,000} limit per claim and aggregate. *SL VB*

A copy of the certificate of insurance must be submitted to the county. No award will be made until proof of the insurance coverage is submitted. The certificate shall list an additional insured as follows:

Fayette County Board of Commissioners
140 Stonewall Avenue West
Fayetteville, GA 30214

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